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Vol. III
TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1924

No. 551

**CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION,
THE ATLAS PORTLAND CEMENT COMPANY, THE
ALLENTOWN PORTLAND CEMENT COMPANY, ET AL.,
APPELLANTS,**

vs.

THE UNITED STATES OF AMERICA

**APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK**

FILED JULY 24, 1924

(30,516)

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VOLUME III

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[fol. 2071]

DEF'TS' Ex. No. D 155

April 5th, 1921.

Messrs. Thompson-Starrett Co., 49 Wall Street, New York, N. Y.

GENTLEMEN:

Attention Purchasing Department

We understand that you are figuring on the addition to the Bamberger Department Store building in Newark, and take the liberty of enclosing quotation on Saylor's Portland Cement for the requirements of the job.

We furnished approximately 30,000 barrels of Saylor's for the construction of the present building. Mr. Louis Bamberger is one of our stockholders and we hope, in case you should be successful in securing the contract for the proposed addition, we may have the pleasure of supplying you with Saylor's Portland Cement.

If you should prefer to have the business handled by one of the local dealers in Newark, we are in a position to make favorable arrangements for so doing.

Very truly yours, Coplay Cement Mfg. Co. ———, General Sales Manager. JFT-AG.

[fol. 2071½]

DEF'TS' Ex. No. D 156

Western Union

New York, N. Y., Feb. 28, 19-.

W. E. Erdell, Prest. Penn-Allen Portland Cement, Allentown, Pa.:

Members of the War Service Committee as existing prior January first have been requested to confer with the New Industrial Board of the Department of Commerce of which George N. Peek formerly vice chairman of the War Industries Board is chairman the statement is made that the object of this conference is to stabilize market conditions and stimulate spring business you are undoubtedly familiar with the general idea as recently expressed in newspaper reports. Stop. I have stated that Mr. Morron is away and that it would be difficult to get the committee together on short notice but it is desired that as large representation as possible attends. Stop. Not for [fol. 2072] the purpose of committing the industry to any action having no authority to do so or present standing as committee but to extend to the board the courtesy of an appearance in order that we may learn from them their ideas and be in position to then confer with our industry regarding them should they desire us to do so the meeting is called for two p. m. in the Council of National Defense Building Washington Tuesday, March fourth. I think it would be desirable for the committee to meet at the Shoreham Hotel,

Tuesday morning and I hope to have your advice that you will be there.

Willard A. Holman, for the Committee.

[fol. 2072½]

DEF'TS' EX. No. D 157

Chamber of Commerce of the United States of America

War Service Bulletin No. 49

March 10, 1919

Riggs Buildings, Washington, D. C.

Industrial Board of the Department of Commerce

The new Industrial Board of the Department of Commerce, which has been appointed with the approval of the President of the United States, has just issued to the press the following statement of its organization and purpose, together with a review of the conditions which have led up to its appointment at the present time. The intention of the Board to work in close co-operation with industries, and with organizations properly authorized to speak on behalf of their respective industries, is made clear by this general statement.

Preliminary conferences with certain lines of industry have already begun and in the case of two important industries this office was requested to invite the War Service Committees to attend conferences [fol. 2073] with the Board on Tuesday last. It is too early yet to forecast the extent to which these conferences will be carried and use made of War Service Committees, as the immediate plans call only for conferences with basic industries, but in view of the importance and the scope of the work of this new Board, all War Service Committees are urged to keep their organizations intact and be in readiness to answer a call promptly should one be issued.

The personnel of the new Industrial Board is as follows:

George N. Peek, Chairman; formerly Vice-president, Deere and Company, Moline, Illinois; formerly Commissioner of Finished products and Acting Vice-chairman, War Industries Board;

Samuel P. Bush, President, Buckeye Steel Casting Company, Columbus, Ohio; formerly Director of Facilities Division and Chief of Forgings, Guns, Small Arms and Ammunition Section, War Industries Board.

Anthony Caminetti, Commissioner General of Immigration, Department of Labor, Washington, D. C.;

Thomas K. Glenn, President, Atlantic Steel Company, Atlanta, Georgia;

George R. James, President, Wm. R. Moore Dry Goods Company, Memphis, Tennessee; formerly Chief of Cotton and Cotton Linters Section, War Industries Board;

[fol. 2073½] T. C. Powell, Director, Capital Expenditures, United States Railroad Administration; formerly representative of Railroad Administration on War Industries Board, and formerly Vice-President, Southern Railway Company, Cincinnati, Ohio;

William M. Ritter of West Virginia, President, W. M. Ritter Lumber Company; formerly division chief and assistant to the Commissioner of Finished Products, War Industries Board.

Joseph H. Defrees, Chairman War Service Executive Committee.

Statement of the Industrial Board

The President has authorized the appointment of a board to address post-war stagnation in commerce and industry. The condition, its cause, its remedy, the results to be expected and the objections to the course purposed are briefly analyzed below:

I. The Condition

(a) Although—

1. Commercial stocks are depleted,
 2. There is plenty of money.
 3. Building and construction are several years in arrears of necessity.
 4. A long period of enforced economy is greatly relieved.
- [fol. 2074] 5. Markets are in prospect in all parts of the world.

(b) Still—

1. Buying is timid and has been decreasing in volume.
2. Money is also timid and remains in bank.
3. Some mills and factories are idle—few are running full.
4. Construction of public and private works has not begun.
5. Non-employment is spreading.

II. The Cause

(a) War required production abnormally increased generally and abortively increased respecting certain commodities specially needed for war. This irregular increase was secured by enormously increased prices. Consequently the sudden termination of war left a highly inflated and very irregular market which is generally far above what the peace demand will support and which is not homogeneous, many prices being abortively above their place in the normal pattern.

(b) This situation was originally created by the abnormal operation of the law of supply and demand, stimulated by the great need of the European countries for war materials before this country entered the war, but after we entered the war the law of supply and demand was adjourned and was replaced by such new and powerful [fol. 2074½] forces as priority certificates, compulsory and commandeering orders, export and import restrictions, and price-fixing.

These forces worked through comprehensive agreements and co-operation between the Government and industry. Therefore, it may fairly be stated that the existing condition was not brought about by the normal operation of the law of supply and demand.

(c) The normal operation of the law of supply and demand can not cure what it did not cause, first, because it cannot operate until buying begins and, second, because buying cannot begin until we have a more normal stable and homogeneous market.

(d) Everybody knows that some prices must fall. No one dares buy until they do fall and even then everybody will wait to see how far they fall. Individual action in lowering selling prices is therefore timid unscientific, and long drawn out. It can not render the market uniform or stable, but on the contrary renders it unstable, dangerous and panicky. The law of supply and demand would cure the situation eventually, but can we afford to wait, first, through a period of suspicion and uncertainty, then through a panicky crash in all markets, and then through chaotic readjustment? By sane and temperate action all this can be avoided and the law of supply and demand helped over the gap between hold-over war prices and a stable level.

(e) Some uncertainty results from governmental accumulation [fol. 2075] of facilities and raw, finished and partly finished materials, which must be fed very carefully into the market. This situation requires the co-operation and advice of industry.

III The Remedy

(a) The condition must be cured as it was caused. It was not caused by the normal operation of the law of supply and demand but by general, comprehensive cooperation and agreement between industry and government. It must be cured by the same kind of co-operation and agreement—a consummation possible only at the instance and with the approval of government.

(b) Wholesome cooperation in American business at governmental instance was proved in the War Industries Board (W. I. B.). Governmental control as practiced by the W. I. B. is no longer necessary, but cooperation and agreement in industry at governmental instance and with governmental approval is necessary to bring the law of supply and demand back into normal operation and to let loose prosperity.

(c) To this end the President has authorized a board, largely of W. I. B. men, operating on W. I. B. ideals, minus W. I. B. control, to call industry together, group by group, and let them decide on prices to be offered to the nation as the governmentally approved judgment of assembled industry on a price scale low enough to be stable, homogeneous throughout the whole fabric, and founded so solidly on a comprehensive review of conditions as to encourage general [fol. 2075½] buying, including that of the railroads and other governmental agencies, and the resumption of normal activities.

IV. Results to be Achieved

(a) Basic commodities such as steel, building materials, textiles, and food will be considered first and brought to a stable basis. The governmental policy, as expressed by the bill to authorize purchase by the government of wheat at the guaranteed price and resale of it at the world price, is to assist in bringing prices of basic commodities to normality by bringing down the cost of living. It is hoped that these steps alone will automatically operate to reduce the price of fabricated articles. If they do not do so in any particular case, the industry affected will be invited into conference.

(b) As soon as a stable and wholesome scale of prices is achieved, the cost of living will have so far been reduced as to create automatically reductions in the price of labor without interfering with American standards and ideals for the treatment and living conditions of labor, and thus the last inflating element will have been withdrawn from prices. It is believed that industry will agree that the cost of living must be substantially reduced before labor should be asked to accept lower wages and thus industry should stand the first shock of readjustment.

(c) The assurance to the country of a market stabilized at the lowest reasonably expected level will loosen such a flood of buying for the recreation of stocks, the making up of arrears in the building [fol. 2076] program, the feeding of needs long starved by economy and the invasion of world markets, as may stand unprecedented in this country. From the stable level thus reached by cooperation, we may expect a healthy and normal condition created by the complete and unhampered operation of the law of supply and demand.

V. Objections to Governmental Purpose Shortly Answered

Objection (a) Business resents governmental interference and control which is to be avoided rather than encouraged. Let conditions alone and the law of supply and demand will cure all evils.

Answer. The war developed a new thing in government,—cooperation and mutual help between government and industry in which government appeared not as a policeman, and not as a jealous guardian of a suspicious character, but as a friend and helper. This idea proved itself. What is proposed is not governmental control. The board has no power of control. It is proposed to provide a forum in which industry can meet and agree on a policy for itself at the instance and with the approval of government, which will help the law of supply and demand over the gap between hold-over war prices and a stable level.

Objection (b). Business and industry will not come into a governmental conference unless there is a power of compulsion.

Answer. The experience of the W. I. B. utterly disproves this [fol. 2076½] criticism. It has been argued that patriotism impelled

business and industry to the W. I. B. Patriotism is not adjourned with the closing of the war.

Objection (c). War prices were fixed at such a level as to insure the production of many high-cost and inefficient producers. What is proposed would shut off this production.

Answer. This production is not needed in peace. The American people cannot be expected to support inefficiency in the enterprises that serve them with the necessities of life or to maintain production not normally needed. Inflated production above that which would be supported by the law of supply and demand must cease, and will do so eventually, whether or not the proposed plan is adopted.

Objection (d). Such readjustment must necessarily require redistribution and readjustment of labor.

Answer. This is quite true. It is necessary. The distribution and allocation of labor to war industries has upset the normal pattern in this country for four years. What is proposed is a stimulated peace industry which will employ as much or more labor as did war industries, especially considering the loss of man-power, due to decreased immigration, loss by influenza, war and probably increased army and navy. That it will employ them in different places and at different tasks is inevitable, whether the proposed step is taken or not.

Objection (e). A general reduction in selling prices now will force industry and commerce to take a loss on products purchased at war prices.

[fol. 2077 & 2078] Answer. This is true and inevitable, whether the proposed plan is attempted or not, but under the proposed plan better adjustments are possible; buying will begin immediately, the overhead of continuing high cost operations through a period of stagnation is eliminated, and finally much of the loss will be recouped by buying at fair prices and selling in the inevitably increasing market that will result from the normal operation of the law of supply and demand under prosperous conditions.

VI. In Conclusion

It is expected that the activities of the board will be temporary and are intended only to give governmental assistance to aid the law of supply and demand in resuming its normal functions.

The splendid cooperation of American industry during the war leads to the belief that it may continue and carry us safely through the trying period of readjustment. Surely, with our fundamental conditions so sound, there is every reason to believe that we may bridge the gap between war and peace with the same courage and fortitude that always mark the American business man in his dealings with large affairs, and thus escape the unfortunate depressions which the country has suffered following previous wars.

The Industrial Board. George N. Peek, Chairman.

[Fol. 2078½]

DEF'TS' Ex. No. D 166

The Atlas Portland Cement Co.
New York

For the attention of Mr. Holman.

New York, June 21st, 1913.

I am off for Chicago this afternoon, and I hope you will keep right after things vigorously while I am away. I want your opinion on the Metropolitan Division when I get back, or at least within two weeks. I am not satisfied with it. I think I know myself some of the things that are wrong, but I want you to make your own deductions without me, so that I may see whether we agree. I want you to come in contact with the men in the Metropolitan Division. I want you to see that none of them are wasting time following up rainbows. I don't want too many people doing general things. I want the whole force put on to productive work intelligently distributed without playing any favorites.

[fol. 2079] I hope you had a comfortable cool time over Sunday, and I am sorry that you have not been able to get away more. When Kimball comes back you will have to get away for a week at least, as it is almost necessary for any one to have a little change. In the meantime do not fail to put snap into this thing. I am convinced that we are running down and I want to find out how and where, and when it is going to stop, although I can answer the last question pretty nearly myself.

Yours very truly, J. R. M.

[fol. 2079½]

DEF'TS' Ex. No. D 167

(The A. P. C. Co., N. Y.)

Holman, N. Y.

Chicago, Aug. 7th, 1913.

I have your telegram showing the light business yesterday, especially in futures. Looks as though things were dropping off a little more. We want to get busy, I don't want that to be cut down any.

Don't know whether I told you or not, but the Universal shipped 1,230,000 for July, being approximately 400,000 more than ours, and 930,000 was shipped from Chicago. I think they have drawn circles around us this year on their distribution.

Yours truly, ————

[fol. 2080]

DEF'TS' Ex. No. D 168

The Atlas Portland Cement Co.

New York

For the attention of Mr. Holman.

New York, March 19, 1914.

Just for your information so that we may get busy, you will notice that the commitments as of March 15th were practically one million barrels less than commitments a year ago for the east, and commitments for Hannibal were about 70,000 more this year than last only. We must not get left on these sales now, and we want to watch them very close east and west, we are running behind decidedly, and business is such generally speaking that I don't want to wait too long to get business as I am a little bit afraid there may not be enough of it to go around later on. I want you to particularly watch the west. If anybody is getting in under us because of our advance at Hannibal, I want to have enough flexibility there to book future orders. When this spurt of shipments is over I don't want to run down, and we ought to have some future contract business to keep going on.

Yours truly, J. R. M.

[fol. 2080½]

DEF'TS' Ex. No. D 169

Chicago, April 3rd, 1914.

W. A. Holman, Atlas Portland Cement Co., 30 Broad Street, New York, N. Y.:

I would like to put a little new life into our eastern men all the way through, the Metropolitan division as well as outside, so that we can get a larger percentage of the going business. I have been thinking this over and it needs more ginger and a different kind of approach. I think they are going around like mail carriers now, and I would like to have a change.

John R. Morron.

[fol. 2081]

DEF'TS' Ex. No. D 170

The Atlas Portland Cement Co.

New York

For the attention of Mr. Holman.

New York, Oct. 24th, 1914.

I notice we are falling down a little on shipments from Hudson. Please bear this in mind and keep them up.

Yours truly, J. R. M.

[fol. 2081½]

DEF'TS' EX. No. D 171

(The A. P. C. Co., N. Y.)

September 1, 1915.

D. H. MacFarland:

I know that you have taken up with each of our salesmen the absolute importance of our securing new dealers, and I would like very much to have you report to me on the first of each month the new dealers secured by each salesman and the amount of business done with that dealer during each succeeding month, for the period of a year. In this way it will help us to gauge the value of a salesman.

I consider that there is a big difference between a collector of orders and an ingenious salesman. The latter is what we must have. We have a good many of them, and I want to find out which they are, and I know you too. Please attend to this promptly.

Let each of the salesmen know also that the Division Chief of his particular territory is going to make a trip into that territory whenever it is necessary, and that each salesman can call upon us right along now for any specific assistance we can give—not to supply the salesman with what he ought to have himself but to revitalize any situation that requires it; and we will expect the salesman to let us know when, from his point of view, this is necessary.

Yours very truly, ———.

[fol. 2082]

DEF'TS' EX. No. D 172

November 30, 1915.

Mr. J. C. Larimer, Bath Portland Cement Company, 1109 Finance Building, Philadelphia, Pa.

DEAR SIR: I find through the press of other matters I have delayed acknowledging receipt of your letter of the 13th.

I am at a loss to understand why this information is conveyed to me as there might be construed the thought that there is some understanding between us, and perhaps you are under a misapprehension as to the exact position of this Company with reference to its Sales Policy, and that there may be no misunderstanding we want to state that we are not interested in the details of your Company's sales any more or differently than we are interested in the sales of all or any one of our competitors.

We are, of course, always glad to know, as nearly as possible, the trade practices pursued by our competitors and their volume of sales and other statistics of past performances, but we will not under any circumstances countenance or approve of any method that in the remotest degree savors of any understanding or agreement, such as your letter may be construed to assume.

Yours very truly, ———, Assistant to President.

DHM/MSM.

[fol. 2082½]

DEF'TS' EX. NO. D 173

The Atlas Portland Cement Co.

New York

For the attention of Mr. D. H. MacFarland.

New York, January 17, 1916.

Mr. Harding is going to show you a sheet which is part of a general audit we have of this year's business, showing the falling-off or increase in shipments, by states, which I thought it would be a good thing for you to have; and, except when there are other reasons for it than ordinary trade conditions, I think it would be well for you to get more force into those states where we seem to have lost. It seems to me also that a schedule of this kind, given to the active man in charge of the district in which these states belong, would be a great stimulus to him; that is, to show him that the business has fallen off in a state or a group of states under his charge in 1915, as compared to 1914, and then watch it carefully to see how it gained.

[fol. 2083] In other words, instead of telling the man in a general way that the business is not so good in his territory, let some fellow who has charge of a state—and see that he has charge of it—know that he has fallen behind or that he is going ahead, definitely by figures. Then he will have something to work up to. McConnell, for instance; he could be given those states, and then he in turn could tell the salesman who has charge of any particular state that he fell behind in 1914 and tell him how much, so that you can watch the orders climb up this year and beat that figure.

All that intelligent information, segregated and not given in entirety to any one man, will get results.

Yours very truly, J. R. M.

[fol. 2083½]

DEF'TS' EX. NO. D 174

The Atlas Portland Cement Company

New York

January 24, 1916.

DEAR MR. MCFARLAND: I am very sorry that I am not going to be here to attend this year's annual Eastern Salesmen's meeting. The one which I attended in Chicago last Friday evening greatly impressed me. There you have about forty men banded into a vigorous unit, and you are going to get results, beyond question of a doubt.

I want you to keep track during this coming year, of the comparative progress between men in the east and men in the west, and I feel sure that you will be able to get the same enthusiasm and the same results out of the men whom you are going to see and talk to at the eastern meeting, as you did in the west.

We have a chance for a good year now, but every minute has to be applied; we cannot lie back on our oars a second; each day's work has to be handled as though there were no optimism in regard to the [fol. 2084] next day. If we don't we are not going to get the gain we should. Explain this to the men so that they may understand it.

It is unnecessary for me to state that the last year was not a good one for the Atlas company, but we were glad, in spite of that, to be able to recognise merit. This coming year we will watch men and conditions very closely, and what a man makes for us, net, will be the standard. Costs of selling are very important items.

Yours very truly, John R. Morron, President.

Mr. D. H. MacFarland, Office.

[fol. 2084½]

DEF'TS' Ex. No. D-175

The Atlas Portland Cement Co.

For the attention of Mr. MacFarland.

New York, Nov. 15th, 1916.

I would like this letter to be shown to Mr. Kimball and Mr. McKenna, and a copy sent to each of your department heads and salesmen.

Owing to great difficulties in manufacturing which exists today, and which are likely to continue and even become worse, there will probably be a considerable scarcity of cement in the industry as a whole. The Atlas Company feels that its organization will be able to more successfully cope with these conditions than some other companies, but it is likely to result in a condition where the demand will be greater than the supply for Atlas product, and there is one thing that I want to impress upon every man who comes in contact with our customers, either dealer, contractor or user, that is of the [fol. 2085] greatest importance, and which must never be forgotten, especially under such conditions as those outlined above:

We must never show any independence or any curtness with our trade, or with those with whom we hope at some future time to do business. If it becomes necessary to advance the price, and no quotations are out, we must give particular attention to explaining to the customer who thinks he should have the cement at the price of the expired quotation that we are sorry, that we would like to give it to him, but that these conditions absolutely prevent it. Do not tell him that we cannot give it to him; that the time is up and that he will have to get it elsewhere or else pay our price.

In times of old the Atlas Company has had the reputation of being too abrupt. We have tried now for a number of years to show to the contrary. It now comes to a time when perhaps the cement manufacturers can be a little more independent, if they choose, than ever

before, because of the relationship of supply to demand, but the Atlas Company wants to do exactly the opposite thing. They want to show their dependence upon the good will of the customer. We want to take more pains in giving a man service and extending courtesy than we would if the conditions were the other way. We can build up an asset here that will be greatly in contrast to the method that some of our competitors may adopt, and I want to be sure that this policy extends clear down into every corner, and I shall watch with great care and thoroughness for any report to the contrary.

[2085½] I also want this letter shown to every one who talks over the telephone, in all the offices, to any of our customers. I want to have it made known to the men at the door; I want it to penetrate every crevice of our business, so that people may say that the Atlas Company appreciates what good it means, and consequently is going to have more of it.

Yours truly, J. R. M.

[fol. 2086]

DEF'TS' EX. NO. D 176

Messrs. Clark & Conkling:

Boston, July 23, 1918.

I am very greatly worried about our selling organization here in the East.

Since the 1st of July the Lehigh Co. have sold 91,000 bbls. on contracts. We have sold 58,000. The Coplay Co. have sold 54,000—almost as much as we have with a far superior organization, as we think. The Edison Co. have sold 66,000 and our sales force is better than theirs. The Lawrence have sold 44,000 bbls.—almost as much as we have and the Pennsylvania Co. have sold 35,000.

Now it is very easy to begin to pick holes in the way some of our competitors do business, but we are just going to omit everything of that sort and get right down to brass tacks and admit that we are being licked, and the way to stop being licked is to get the business before the other fellow does. When you come to think of it it's absolutely ridiculous for us to maintain the kind of organization we are maintaining if our performance continues to be in proportion to that of our competitors as indicated by the figures I have just given you. We cannot justify any such organization as we are carrying on the basis of those results.

[fol. 2086½] I have written all of you, or talked with you in some detail regarding your organizations, but this is to again call attention to the way we are being beaten out on high-priced, desirable business by competitors to whom we think we are superior in organization and methods, but who seem to be taking business away from us without any apparent opposition on our part.

Incidentally, during the time that we have been selling 58,000 bbls. we have cancelled 101,000 bbls., so that our net commitments are less than they were when we started. This is a fine showing for a

month's work, and it's cost us a lot of money to make that kind of a showing. I understand of course all about the reasons for all of our cancellations and they are good ones, or else the cancellations would not have been made, but I am a little bit unreasonable on this business-getting proposition because I insist that if our organization is better than the other fellows' we ought to get more business than he does. Don't you think I am right?

LGM-MH.

Copy to Mr. Lewis, Chicago. Above to all Eastern dists.

[fol. 2087]

DEF'TS' Ex. No. D 177

August 5, 1918.

Heft:

Shipping instructions Saturday were:

New York State.....	200
Metropolitan	7,800
Lehigh Valley.....	500
Export	2,300
Boston	700
Phila.	300
Savannah	1,300

You certainly can do better than a carload a day. You can't tell me that there isn't more business than that in the entire state of New York for the Atlas Company.

LGM—MH.

[fol. 2087½]

DEF'TS' Ex. No. D 178

Copy to Mr. Conkling.

Boston, Nov. 19, 1919.

Hicks:

Our shipments for the first 15 days this month, while they look good in comparison with last year, aren't at all satisfactory as compared with the report which we have just gotten from the Association.

We show an increase of 46%. The combined figures show an increase of 56%. The Alpha Company are up 54%; the Lehigh are up 88%. The only companies which show a less increase in per cent than we do are—Dexter; Edison; Glens Falls; Knickerbocker and Nazareth.

This is a very bad situation and we must make every possible — to correct it the last 15 days this month. We must not be left so far behind.

LGM:MH.

[fol. 2088]

DEF'TS' EX. NO. D 179

The Atlas Portland Cement Co.
Philadelphia

For the attention of Mr. L. G. McConnell, New York City.

Philadelphia, March 13, 1919.

Your letter of March 11.

We have solicited personally or over the phone every dealer we shipped up to the end of March last year and didn't this year.

We also wrote everyone of them from here.

Again—March 7—I had this up with the salesmen telling them to go over their Black Books and make the rounds again and to double up on dealers who took one car and might stand another.

We have been taking information off our town records to write all the dealers again, and the salesmen on specific cases. We are also following up all our contracts again.

Yours very truly, F. B. McKenna.

[fol. 2088½]

DEF'TS' EX. NO. D 180

Jan. 21, 1920.

D. R. Long:

For the first 15 days of January the Lehigh Co. showed an increase of 202% in shipments; our increase was 191%.

We mustn't start off the year with anybody running ahead of us. I know that you are soliciting business vigorously but let's take some very strenuous measures.

Be sure and get right after your salesmen on this.

Can you stand some cars to 60th St. to ship over to Long Island and how much harbor lighterage stock can you order down from Northampton?

LGM-MH.

[fol. 2089]

DEF'TS' EX. NO. D 181

New York Office, Oct. 22, 1919.

McKenna:

I want to call your attention to a very serious situation which exists in Mr. Umstead's territory. I know that you have this situation in mind and are already working on it, but it's still serious.

We are selling 12 less dealers in Mr. Test's territory than we sold a year ago; in other words, we have lost 12 dealers' accounts in the highest priced territory where we are.

LGM-MH.

[fol. 2089½]

DEF'TS' Ex. No. D 182

October 3, 1919.

Jeynes, cc. for Mr. McKenna:

Your strongest competition in the Northern Jersey territory for the month of September seems to have been the Giant who secured 13% of the business placed there as against 37%. I am depending on you and your organization to get us 30% of the business in your territory during the month of October. The 37% for September is fine but October is a new month and your September business won't count in October.

LGM:CW.

[fol. 2090]

DEF'TS' Ex. No. D 183

October 3, 1919.

Long, cc. Mr. Boeye:

I have just been going over an analysis of business secured by our competitors and by ourselves in your territory for the month of September. My figures show that we took 26% of the business. Our nearest competitor seems to be Lehigh and Pennsylvania with 13% each. 26% is good. Can we make it 30 or a little better for the month of October? I want to try and get 30% in every district in the East and the way you fellows are going in your territory I expect you to beat it a little bit.

LGM:CW.

[fol. 2090½]

DEF'TS' Ex. No. D 184

October 3, 1919.

Mr. Spencer, cc. for Mr. Boeye; cc. Mr. Fairbairn:

I have just been checking over the various contracts reported by ourselves and by our competitors in New York State territory for the month of September.

We secured 22% of the business reported. The Phœnix Co. beat us with 34%. Our next nearest competitor was Lehigh was 11%.

I have not looked at the detail of the Phœnix orders but I presume that they consist principally of Buffalo business. I notice one 45,000 barrel order and two for 20,000 barrels each which are practically all the business the Phœnix Co. secured.

22% for Atlas as against 11% for Lehigh is about the right proportion as far as Lehigh goes but 34% for Phœnix is bad.

We want 30% of the business out of New York State for the month of October. Can we get it?

LGM:CW.

[fol. 2091]

DEF'TS' EX. No. D 185

October 3, 1919.

Conkling, Boston:

I have just been looking over a pretty comprehensive analysis of business placed in Boston office territory during the month of September.

According to my figures we secured 22% of the total business. Our chief competitor was the Lehigh which secured 28% and Allentown which secured 21%. The balance of the business is pretty well distributed between Alpha, Bath, Dexter, Edison and Giant. The other Companies did not seem to do much.

I have not looked at the detail of the other fellows' orders. I presume a large percentage of their business was secured from J. P. O'Connell.

I want to talk with you Monday about this situation to see if we can't figure out something this Fall that will correct it in a large measure by early Spring. It is going to be a hard thing to figure out but I believe we can do it.

LGM: CW.

[fol. 2091½]

DEF'TS' EX. No. D 186

October 22, 1919.

John R. Morron, President:

I thought you would be interested in knowing that our various districts show a net gain in the number of dealers with whom we did business for 9 months this year as compared with 12 months last year, as follows:

Boston	18
New York State	93
Northern New Jersey	10
Metropolitan	25
Philadelphia Dist.	34
Central Dist. (Phila.)	40
Savannah	17
Total	237

Yours very truly, LGM-MH.

[fol. 2092]

DEF'TS' Ex. No. D 187

The Atlas Portland Cement Co.
New York

New York, October 24, 1919.

For the attention of Mr. L. G. McConnell.

I was glad to have the memorandum in regard to the net gain in the number of dealers in the various districts. That is fine and a good way to record progress.

Yours very truly, J. R. M.

[fols. 2093 & 2094] DEF'TS' Ex. No. D-190

Cement Manufacturing Protective Association

Philadelphia, Penna.

Charles W. Bacon, Secretary

June 13, 1918.

Correction Notice No. 148

The following changes in the freight rate books are effective at once. These figures do not include the 20¢ per ton advance in rates on cement:

	Uni- versal	Alsen	Hudson	Ford- wick	Union Bridge	Lehigh Valley
Change Piccatinny, N. J., to read Picatinny, N. J..	57	..	..	..	..	33
Add:						
Bristol, Vt.....	73	57	57	..	..	69
Shelburne Falls, Mass....	55	35	35	..	..	45
Clarks Switch, N. Y.....	48	30	35	..	..	32
Nitro, W. Va.....	34	..	..	44	58	62

(The text of this Exhibit contains 102 pages; is not printed in full by consent.)

[fol. 2095]

DEF'TS' Ex. No. D-191

December 14, 1920.

Mr. W. M. Floring, Sales Department Knickerbocker Portland Cement Company, Inc., New York City.

DEAR SIR: Referring to our Order No. 1551 of December 11th from the Seth Paull Company, you will note the price on this order had a question mark against it, as we wished to have you check the

freight rate from Universal to Bristol, Rhode Island. As per your letter to us of the 13th inst., I assume that the present rate is \$1.06 per barrel, we are, however, in receipt of a letter from the Seth Paull Company under even date which advises us that they are quoted by other companies a price of \$3.40 per barrel, which is evidently worked up by using a freight rate of \$1.05 from Universal.

In conversation with salesmen from other companies I learn there is some confusion as to how they are figuring these Universal rates. I do not question but what the Seth Paull Co. are right in [fol. 2095½] the statement they make as to the price they have been quoted. I think if other companies are in error when they quote \$3.40 we can in this case well afford to make the same error.

Yours truly, Knickerbocker Portland Cement Company, Inc
J. W. Stinson, Local Manager. JWS:G.

[fol. 2096]

DEF'TS' Ex. No. D-192

December 15, 1920.

DEAR MR. STINSON: We have yours of the 14th regarding your order #1551 for the Seth Paull Company, Bristol, Rhode Island.

We find that a number of different quotations are being made over New England on the Universal Rate and, therefore, wish you would figure same at \$1.05 per barrel. As soon as we can obtain the proper tariffs this rate will be adjusted. We will invoice the Seth Paull Company at \$3.40 per barrel.

Very truly yours, ———, Sales Department. WMF:HD

[fol. 2096½]

DEF'TS' Ex. No. D-193

Cement Mfgs. Prot. Assn.

New York City

Jan. 28, 1919.

Mr. A. D. Naylor, Treas. Knick. Port. Cement Co., New York.

DEAR MR. NAYLOR: Your letter of January 27 relative to the monthly summary of past due accounts showing \$27,378 four months old, has been received, and upon re-checking the figures we find that there was a mistake made and that the correct amount is \$22,930.

We are issuing corrected summary and summary of summaries which will set this matter straight, and thank you very much indeed for calling it to our attention.

Also, we are mighty sorry that the error was made, but it seems such things will happen.

Yours very truly, H. S. Gaines, Vice-Pres.

[fol. 2097]

DEF'TS' Ex. No. D-194

September 22, 1919.

Mr. M. J. Frostholtm, c/o Syracuse Wall Plaster Co., Syracuse, N. Y.

DEAR FROSTHOLM: I am not just sure when I expect to get you all together in Philadelphia, but probably the early part of next month. Do not change your plans any for this, for I will let you know in plenty of time.

Conditions are getting better in the cement business, and there is much less cutting than there was. If we find it is necessary for us to employ such tactics which some of our competitors are using in order to get some of these big jobs, we will consider it at that time. I have always been very proud of the clean manner in which your business has come in. Unless we are driven to it, we do not want to have any monkey business up in New York State.

Best regards for yourself.

Very truly yours, Charles H. Cox.

[fol. 1297½]

DEF'TS' Ex. No. D-195

November 23rd, 1920.

Mr. M. J. Frostholtm, Syracuse, N. Y.

DEAR FROSTHOLM: I am planning to leave here Sunday, arriving in Buffalo on Monday morning, the 29th. I wish to see Hutchison about some matters, and while there will plan to go over to Niagara Falls. It might be advisable for you to meet me in Buffalo some time Monday, and we could then go to the Falls together, and also stop at Rochester on our way thru to Syracuse.

I am sorry that Universal is selling at such a low price level. I have not determined yet how to meet this competition, but will advise you later. In the meantime, you may reduce the price of Phœnix on the Oberdorfer job, future shipments, also current price at Syracuse, to \$4.13 per barrel.

Looking forward to seeing you on Monday, I am,

Yours very truly, Charles H. Cox.

[fol. 2098]

DEF'TS' Ex. No. D-196

Western Union Telegram

Philadelphia, Penna., October 22, 1920.

Preston E. Bradlee, #3 Strathmore Road, Brookline, Mass.:

Absorb five cents to meet Lehigh competition.

Phœnix Portland Cement Company.

[fol. 2098½]

DEF'TS' EX. NO. D-197

October 22, 1920.

Mr. Preston E. Bradlee, #3 Strathmore Road, Brookline, Mass.:

DEAR BRADLEE: I wired you today to absorb five cents to meet Lehigh competition. This five cents' cheaper price of others, is undoubtedly brought about by the Hudson River base on the new freight rate. You will remember in some instances we were formerly obliged to absorb two cents per barrel and with the increase in rate, there are some points where this will be brought up to five cents.

If you reach points in New England where it will be necessary to absorb more than five cents per barrel, please take it up with this office at once, and you will be advised what to do.

Yours very truly, Charles H. Cox, General Sales Manager.

[fol. 2099]

DEF'TS' EX. NO. D-198

May 27, 1921.

Mr. Preston E. Bradlee, Brookline, Mass.

DEAR BRADLEE: I received your recent reports and letter. Conditions seem to be bad in New England, but I trust they will soon be better.

I will keep after your friend, C. Bianchi & Company on that road job at Worcester. I wired you to-day to tell Harry Snider that we would sell him on our present basis on the road job about which you wrote, but that he should not sell for less than the dealer's price. I hope you can land it.

Conditions are bad to-day and competition is very keen. If it is a matter of meeting any kind of price on any job you think you have a chance to get, be sure and take it up with me. Our competitors are very aggressive, and we must ship more cement into Massachusetts. Beginning the first of the month, we will have to move about 85,000 barrels per month, so you can have some idea of what this means.

Yours very truly, Charles H. Cox.

[fol. 2099½]

DEF'TS' EX. NO. D-199

Pennsylvania Cement Company

Sales Office

Boston, Mass., Dec. 27, 1917.

Pennsylvania Cement Co., 30 East 42d St., New York, N. Y.

Attention of Mr. Beach

DEAR SIR: Beg to acknowledge yours of the 26th inst. and have carefully noted contents.

I talked with Mr. Winchell again about the matter of freight rates and he showed me a letter accompanying quotations at the present market price which stated "it is understood that you are protected against any increase in freight rates during the year 1918."

[fol. 2100] Mr. Winchell said to me "of course, you will not mention the company that wrote this" and I told him that I did not think it was necessary as they have only bought from one other company except us the last two or three years.

Very truly yours, Geo. M. Clukas.

[fol. 2100½]

DEF'TS' Ex. No. D-200

December 28, 1917.

Mr. G. M. Clukas, 161 Devonshire St., Boston, Mass.

DEAR SIR: I am in receipt of your letters of the 27th and note what you say. If the Vulcanite have protected Mr. Winchell on their freight advance for their sales next year, we will do likewise.

Have a talk with Mr. Clark of the Portland Stone Ware Co. and see how he stands, as I think I would be inclined to protect him also.

Anything you say to him, do not come out specifically with it until you have taken it up further with me.

Yours very truly, ———, President. WNB:C.

[fol. 2101]

DEF'TS' Ex. No. D-201

Syracuse, N. Y., 7/11/18.

Mr. Albert Moyer:

I have your letter re amount of open market business in this territory.

I will keep going as hard as I can and if steady and consistent plugging is going to count for anything in these abnormal times I will get our share of the business.

Pennsylvania with their Cayuga Mill are raising the devil in this territory. They have a cut price of from 5 to 10 cents and are finding lots of dealers who take them up. You are of course aware of their sign board advertisement. The trade likes this. Mr. Farwell of Oswego has two cars of Cayuga on the road and he told me frankly he did less than 2.77 and not on a contract either.

I am not however, writing this for an excuse as I know you want every pound of open business that is available and I will keep going to that end.

Respectfully, Bickel.

October 6th, 1919.

Mr. Frank L. Leach, c/o Hotel Bond, Hartford, Conn.

DEAR LEACH: I congratulate you on landing the job from the City Coal & Wood Co., New Britain, Conn. This is a very nice order, and I believe the beginning of a large and satisfactory business in New Britain. I have often tried to sell Mr. Johnson in the past, but have never succeeded, and I am glad that you have been able to turn the trick.

I was very much interested in what you had to say about the price for the Connecticut State Highway. Of course, if they are generally being quoted at \$2.92, we will have to get in line. As soon as another large job comes up, let me hear from you and we will decide what price to quote.

Yours very truly, Charles H. Cox.

Albert Y. Gowen

Chicago, July 13, 1915.

DEAR MR. MORRON: I have before me your letter of July 12th, and will be more than delighted to take lunch with you at 1:00 Thursday, July 22nd. The matter we are particularly anxious to talk over is one which is close to your heart, I know, viz., pertaining to the furtherance of the Association, and the people I was anxious to have there are Mr. Young, Mr. Brown, Mr. Affleck, you and myself. I talked to Mr. Affleck over the telephone this morning, when he stated that 1:30 would be agreeable to him, and if you will let us know the place where we are to meet for lunch, I will arrange to be there at the time you mention.

With kindest regards, I remain

Very truly yours, A. Y. Gowen.

Mr. John R. Morron, President Atlas Portland Cement Co., 30 Broad Street, New York City.

July 15, 1915.

DEAR MR. GOWEN: I have yours of the 13th, and if you will be at the Mid-Day Club, 25 Broad Street, at one o'clock on Thursday, July 22nd, I will order a little room where we may talk over the Association matters which you refer to, and it will give me great pleasure to have you all lunch with me.

As I understand it, you will notify all the others of the time and place.

Yours very truly, ———.

Mr. Albert Y. Gowen, Lehigh Portland Cement Co., 220 So. State St., Chicago.

[fol. 2103]

DEF'TS' Ex. No. D-205

Albert Y. Gowen

Chicago, July 16, 1915.

DEAR MR. MORRON: I am in receipt of your letter of the 15th inst., and will be delighted to meet you at the Mid-Day Club at 1:00 o'clock on Thursday. I have also told Mr. Affleck, and he will arrange to be there, and in talking with Mr. Young over the telephone this morning he said that he would also be there and he will have Mr. Brown with him.

Thanking you for your courtesy, I remain

Very truly yours, A. Y. Gowen.

Mr. John R. Morron, President Atlas Portland Cement Co., New York City.

[fol. 2103½]

DEF'TS' Ex. No. D-206

Albert Y. Gowen

Consumers Building, Chicago

July 29, 1915.

DEAR MR. MORRON: I thought I would drop you a line to say that I had a very nice interview with Mr. Hagar last week, and he told me that he had no objections whatsoever to my talking to Mr. Beck relative to the Association and submitting to him the proposition which we agreed upon. I was in communication with Mr. Beck the following afternoon and closed with him on the basis authorized at the meeting. Mr. Beck has already handed in his resignation to Mr. Hagar, effective, I understand, August first, and is simply waiting to hear from you and Mr. Young, who were to get in touch with Mr. Lober. Owing to the fact that I am leaving for Maine today, on my vacation, would advise that either you or Mr. Young write Mr. Affleck direct relative to your interview with Mr. Lober, so that he can inform Mr. Beck as to when he would want him to report in Philadelphia. I would suggest his staying here in Chicago and working this proposition up in his own way until such time as his services are required in the East.

[fol. 2104] I was sorry not to see you on Monday, but when I called up your office I heard you had left. Otherwise I would have talked this all over with you personally.

Mr. Beck was employed on a basis of \$5,000 a year, with the understanding that he would secure \$10,000 from January 1st on.

With kindest regards, I remain

Very truly yours, A. Y. Gowen.

Mr. John R. Morron, Pres. Atlas Portland Cement Co., 30 Broad Street, New York City.

[fol. 2104½]

DEF'TS' Ex. No. D-207

Write Mr. E. M. Young, Allentown.

Enclosed find copy of letter received from Mr. Gowen. I am in the country and will be back Tuesday, the 10th, and am going away early the 15th to be gone for ten days. I should be glad to arrange to see Mr. Lober with you any time between the 10th and 15th. Although Mr. Gowen's letter does not say so, I presume he follows our suggestion that we could not contract that the Association would employ Mr. Beck, but that we hoped it would, and that if it did we would think the salary of \$10,000 which he mentions as satisfactory. In other words, it is just as you stated, we have no right to contract for the Association, and perhaps they would suggest to Mr. Lober that Mr. Beck be put in now to work with Mr. Wilson at a lower rate salary until January 1st.

[fol. 2105]

DEF'TS' Ex. No. D-208

The A. P. C. Co., N. Y.

August 11, 1915.

DEAR MR. YOUNG: Mr. Lober had luncheon with me yesterday and I spent a couple of hours with him, and will relate to you, as nearly as I can recall, our conversation regarding the Association matter which we discussed some time ago.

I said to Mr. Lober that a week or two ago Mr. Gowen had wired, asking if I would meet you and Mr. Affleck and Mr. Brown, with him, to discuss as large contributors the results which were or were not being obtained by the Association of Portland Cement Manufacturers, and to see if there was any suggestion which could be made which, when in concrete form, could be submitted to him as President, as a suggestion; and that I wired Mr. Gowen that I would be glad to discuss the matter; that we had met, and that it had been decided to ask Mr. Hagar if he had any objection to our talking with Mr. Beck on the possibility of coming with the Association in case the suggestion met with the Association's approval.

I told Mr. Lober that Mr. Gowen had reported back that he had seen Mr. Beck and that Mr. Beck was agreeable, and that the pro-[fol. 2105½] cedure now, as I understand it, would be that after

we had seen Mr. Gowen again and were sure that Mr. Beck would come if the Association wanted him, then someone—probably you—would see him and put the suggestion to him as President, as to whether it would not be a good idea to put Mr. Beck in at once, while Mr. Wilson is there, and run along with Mr. Wilson up to the time of any change, in case the Association wanted it, in January.

Mr. Lober said that he was aware that Mr. Wilson was not 100 per cent. good and that he had often criticised him, but that from his point of view, after giving all things consideration, he thought Mr. Wilson was as good a man as he knew of, but that he has always thought well of Mr. Beck.

Mr. Lober, however, did feel somewhat annoyed and thought it somewhat strange that we should have had a meeting without bringing him into it. I told him that the meeting was simply an informal talk of large contributors, which of course is the fact, and that we did not want to bother him until we could offer some positive suggestion and knew that we could get Mr. Beck in case the Association wanted him; and that of course every one of us was in thorough accord with doing nothing except through the organization and consequently through him.

I am writing this letter so that when you see Mr. Lober you may perhaps carry out my line of argument, because I think it represents our real thought and I am inclined to think is the best way to handle Mr. Lober. The next move, therefore, will be for you [fol. 2106] to see him and refer to the fact that I have told you of my talk with him, and that you are now in a position to say that we can get Mr. Beck if we want him, and that you suggest, and most of the rest of us feel, that it ought to be done at once if it meets with his approval.

Please pardon this long letter, but I thought I had better explain the situation in detail. I might also say that I have plenty of time these days to write letters, as there seem to be no orders in sight.

With kind regards believe me to be

Yours very truly, ———.

Mr. E. M. Young, Vice-President Lehigh Portland Cement Co., Allentown, Pa.

P. S.—Might it not be advisable for you to send a copy of this letter to Mr. Brown and Mr. Gowen? I am sending one to Mr. Affleck.

[fol. 2106½]

DEF'TS' Ex. No. D-209

August 12th, 1915.

Mr. John R. Morrison, President Atlas Portland Cement Co., New York City.

DEAR MR. MORRISON: I beg to acknowledge receipt of your favor of August 11th, and note carefully all you say in reference to your talk with Mr. Lober in connection with the employment of Mr. Beck

in the office of the Association at Philadelphia. Mr. Gowen will be in Allentown on Monday, August 16th, and I will then finally talk over with him the details of his conversation with Mr. Beck.

During next week I will try to meet Mr. Lober and continue with him the line of talk to which you refer in your letter. Mr. Lober will probably not wish to make any move or do anything before the meeting of the Executive Committee in Atlantic City early in September. My suggestion to Mr. Lober will be that the employment of Mr. Beck should be presented to the Executive Committee at Atlantic City for its action.

[fol. 2107] Unfortunately, I will not be able to be present, as I leave for San Francisco August 23rd and will not return until September 16th. I recall your saying that possibly you would not be able to attend. It certainly would be a great help if you could be present, if only at the meeting of the Executive Committee, otherwise the advocating of Mr. Beck's employment would be left to Mr. Brown, Affleck and Gowen, who will represent me. If at all possible, I think you should try to be there.

Orders and shipments both East and West are very light with the Lehigh this month. The total movement from the East up to and including August 11th, is 81,000 barrels or an average of only 9,000 barrels for each shipping day. I understand from Mr. Brown that Alpha shipments are also very light.

If I happen to be in New York during the coming week, I will drop in for a few minutes chat with you.

Your letter will be shown to Mr. Gowen on Monday and a copy is being mailed to Mr. Brown this afternoon.

With best wishes, I am

Yours respectfully, E. M. Young.

[fol. 2107½]

DEF'TS' EX. NO. D-210

August 13, 1915.

DEAR MR. YOUNG: I am very glad to have yours of the 12th, and I hope your trip west will be interesting and pleasant. If your party is going to stop in Chicago and would like to meet some of the representative people there, I should be very glad to give you a letter and put you up at the clubs.

I shall probably be unable to attend the meeting of the Executive Committee in Atlantic City, but am quite satisfied to leave the matter in the hands of Mr. Brown, Mr. Affleck and Mr. Gowen.

With kind regards,

Yours very truly, — — —

Mr. E. M. Young, Vice-President Lehigh Portland Cement Co., Allentown, Pa.

[fol. 2108]

DEF'TS' EX. No. D-211

At a meeting of the Executive Committee, Association of American Portland Cement Manufacturers, held at Atlantic City, September 14th, 1915, the following action was taken:

"Upon motion of Mr. Brown, duly seconded, the following resolution was adopted:

'Whereas: It appears to the members of the Association that the already excellent work being accomplished may be greatly broadened;

And Whereas: It is possible at this time to secure the services of a man of executive ability and one who has had a large experience in educational, promotion and publicity work;

Therefore, Be It Resolved: That Mr. J. F. Beck be employed by the Association as an expert with full access to all the Association records, and that he be instructed to study the general conditions and to report at the December Meeting a plan to enlarge the work of the Association; and further that a committee be now appointed by the chair to secure the services of Mr. Beck.'

The Committee appointed as per the above resolution were: G. S. Brown, Chairman (Alpha); L. T. Sunderland (Ash Grove), B. F. Affleck (Universal)."

[fol. 2108½]

DEF'TS' EX. No. D-212

At the Organization Meeting of the Executive Committee, Association of American Portland Cement Manufacturers, held at New York City, December 16th, 1915, the following action was taken:

"A motion was made by Mr. Brown, seconded by Mr. Block that the Executive Committee employ a General Manager to have executive charge of all the work of the Association, subject to the supervision of the President and the Executive Committee or Advisory Committee. Motion carried.

"It was moved by Mr. Brown, seconded by Mr. Dickinson, and carried that the Executive Committee employ Mr. J. P. Beck as General Manager at a monthly salary equivalent to ten thousand (\$10,000.00) dollars per year, effective December 15th, 1915.

"The resignation of Mr. Percy H. Wilson as Secretary of the Association was presented.

"Upon motion of Mr. Hardy, seconded by Mr. Kelley, the resignation presented by Mr. Wilson as Secretary be accepted and that he be paid the sum of Seven Thousand (\$7,000.00) dollars in recognition of his services and that the President appoint a committee to draw up appropriate resolutions expressing the regret of the committee at the severance of his connection with the Association. Motion carried.

"The President appointed Messrs. Hardy and Kelley as the Committee."

[fol. 2109]

DEF'TS' EX. No. D-213

New York, October 19, 1917.

DEAR MR. COX: It has come to my attention that statistical figures sent out from time to time by the Association office are not being considered confidential, and we have known of several instances where contractors and dealers were well posted as to figures affecting various Companies, of course having received the information from someone connected with a member Company.

I think it would be advisable if you would advise the Association office in such a manner that it could be sent to the members for their information, that such public use of figures was not to be desired from the standpoint of legal propriety. In other words, I think that it could be stopped if it was presented to the members in a manner which would have this effect.

Yours very truly, W. A. Holman.

Mr. Archibald Cox, Woolworth Building, New York City.

[fol. 2109½]

DEF'TS' EX. No. D-214

Oct. 24, 1917.

Mr. W. A. Holman:

DEAR MR. HOLMAN: I have had difficulty in finding a way to deal with the matter of the misuse of the statistical figures of the Association, referred to in your favor of the 19th instant. I do not like to advise the members of the Association that for legal reasons the figures must be kept confidential, partly because that is not true and partly because instructions suggesting secrecy are likely to be misconstrued by the type of mind which conceives that anything kept secret must be unfit for publication. The real objection to the misuse of the figures is that it represents disloyalty to the Association, calculated to impair its usefulness by making it undesirable for it to collect the figures. The disclosure of figures might be made an offense against a regulation of the Association, but it is not illegal.

Accordingly, I think that strictly the matter is one with which the Association should deal by emphasizing the impropriety of such a practice rather than a matter to be dealt with by counsel. But, if you think it would be helpful, I might write a letter to Mr. Lober, asking him to send copies to the members, which would read somewhat as follows:

[fol. 2110] My attention has been directed to several instances where contractors and dealers have received the substance of statistical figures sent out by the Association's office and used them to the disadvantage of members of the Association. Since such disclosures can be accounted for only on the ground of misunderstanding on the part of some of the members, I venture to suggest that it might be desirable for you to send a letter to each member of the Association pointing out, in substance, the following:

The statistical information furnished by each member to the Association amounts, in substance, to a courtesy extended to the other members, giving them information which enables them to conduct their businesses more intelligently. Such information is always given upon the understanding that the confidence it implies will not be abused and that the information will not be passed on to others to use to the detriment of the company giving it. It has been intimated that unless such information is treated as confidential, companies will feel constrained to decline to give it, with the result that accurate and up-to-date statistics will not be available to the manufacturers. Moreover, the disclosure of such information to dealers and contractors and thereafter by them inevitably results in inaccuracy and contortion, which is calculated to give an erroneous impression concerning the activities of the Association and might thus lead to serious legal difficulties.

[fol. 2110½] Since the matter is in many aspects of much importance, I suggest that you might perhaps ask each person to whom you address such a letter to acknowledge it and advise you that he will see to it that, so far as his company is concerned, none of the information in such reports will be disclosed to others.

My thought is that Mr. Lober might perhaps send this out as a copy of a letter received from me. I shall be glad to have you suggest improvements in it, but it represents about as far as one can decently go towards saying that such a disclosure is illegal.

Yours very truly, ————

[fol. 2111]

DEF'TS' Ex. No. D-215

Copy of Report from Mr. C. S. Swallow, Dated January 5, 1916

Called on F. E. Wise & Son (Dealers) N. Y. City; J. A. Philbrick & Bro. (Dealers), N. Y. City; Murtha & Schmohl Co. (Dealers), N. Y. City.

Wise claims to have cheap cement yet to come. Will ask for prices as required for future work.

Philbrick engaged—Will call later.

Murtha & Schmohl are shopping for prices for 1916. Still have cement to come at \$1.32, \$1.42 and \$1.52. Mr. Murtha says he expects to make arrangement for cement at from 10¢ to 15¢ per bbl. below market price.

[fol. 2111½]

DEF'TS' Ex. No. D-216

February 14, 1921.

DEAR MR. STINSON: You will recall while at the office in January you asked for the percentage sheet on our shipments for 1920. We enclose copy herewith and you will note our percentage for 1920 was 6.9 per cent of all shipments made into our territory.

As explained to you at that time, the increase in our shipments was not more than the increase in the total amount shipped by all mills, and it is up to us to cut into the other fellow's shipments by at least 4 per cent this coming year. This increase depends entirely upon the quantity shipped into the territory. In order to reach our 1,250,000 barrels it may be necessary for us to secure a larger percentage of the other fellow's business.

Very truly yours, — — —, Sales Department. WMF:HD.

[fol. 2112]

DEF'TS' Ex. No. D-217

New York City, March 3, 1921.

DEAR MR. STINSON: We have very few orders for immediate shipment, and we must do something to increase our shipments this month. There are quite a number of customers in your territory who have contracts that we carried over, with the understanding that shipments would be called for during the first three months of this year. Can you not get some of this business started at once? Also try and secure orders for shipments at this time for stock. Other Cement Companies are prevailing upon their customers to take contract business at this time, and we should be able to do the same. At least, we must make a vigorous effort.

Yours very truly, — — —, President. ADN:J.

Copy for Mr. Floring.

[fol. 2112½]

DEF'TS' Ex. No. D-218

April 25, 1921.

DEAR MR. WHITE: I sent out a general letter today, addressed to all Salesmen, with regard to our dealer situation and the number of new dealers secured this year.

While I don't want to criticize unnecessarily, I find upon examining the list that you have added only two new dealers in your territory this year. I therefore hope that you will be able to considerably increase your efforts along these lines so as to establish as many new dealers as possible in your territory before the end of May. I am very anxious that we reach the three hundred mark by May 31st, and know that I will have your full cooperation in securing the results desired.

Yours very truly, — — —, President. ADN:J.

Copy to Mr. Floring.

[fol. 2113]

DEF'TS' Ex. No. D-219

April 25, 1921.

DEAR MR. ARBOTT: I sent out a general letter today, addressed to all Salesmen, with regard to our dealer situation and the number of new dealers secured this year.

While I don't want to criticize unnecessarily, I find upon examining the list that you have added only one new dealer in your territory this year. I therefore hope that you will be able to considerably increase your efforts along these lines so as to establish as many new dealers as possible in your territory before the end of May. I am very anxious that we reach the 300 mark by May 31st, and know that I will have your full cooperation in securing the results desired.

Yours very truly, — — —, President. ADN:J.

Copy to Mr. Floring.

[fol. 2113½]

DEF'TS' Ex. No. D-220

June 8, 1921.

DEAR MR. WHITE: The shipments into your territory show a decrease for the first five months of this year of 8,737 barrels as compared with the same period in 1920.

I wish to urge you to make every effort to make up this loss at the earliest possible date.

Very truly yours, — — —, President. ADN:W.

Copy to Mr. Floring.

[fol. 2114]

DEF'TS' Ex. No. D-221

The Lawrence Cement Company

New York City, May 16, 1916.

To Salesmen:

I find that we are the only company quoting for delivery in paper bags twenty (20) cents per barrel less than the price in cotton, and if it is necessary for you to quote a ten (10) cent lower price to meet competition you are authorized to do so until further notice.

Yours very truly, Frank H. Smith, Sales Manger.

[fol. 2114½]

DEF'TS' Ex. No. D-222

May 17, 1916.

Lawrence Portland Cement Co., Mr. Frank H. Smith, Sales Mgr., New York City.

GENTLEMEN: We have yours of the 16th relative to the price in paper and will be governed accordingly. We thank you for your attention as this was quite an important matter. It placed us at a disadvantage endeavoring to get 10¢ above our competitors.

We might add that we do not sell an awful lot of paper and do not think it will make very much difference, except with a few customers whom we do not care to lose.

Yours truly, Lawrence Portland Cement Company. O. G. J.
Phila. Sales Agent.

[fol. 2115]

DEF'TS' Ex. No. D-223

June 23, 1916.

Mr. J. P. Maloney, 46 Cornhill, Boston, Mass.

DEAR SIR: We acknowledge receipt of your various favors of the 21st and 22nd.

We are interested in your remarks relative to the possibility of a settlement of labor troubles within the next ten days. We also note that you are calling daily on all contractors with work pending. We think this is an excellent idea in view of the unusual competition to business which now exists.

In regard to the job at New Milford, Conn., wish to state that our dealer confirmed his price with Bishop, and also telephoned him for his acceptance of the offer, but to date has not heard definitely from the Bishop Co.

We note your remarks relative to business conditions with some of the other Cement Companies, and you may be interested in knowing that the average shipments for the first twenty days of June this year as compared with last year is 25% lower. Our own shipments show a falling off of 32%, so you can readily understand the necessity for securing some business for immediate shipment.

Yours very truly, R. A. P., Eastern Sales Agent.

[fol. 2115½]

DEF'TS' Ex. No. D-224

October 16, 1916.

Mr. J. P. Maloney, 46 Cornhill, Boston, Mass.

DEAR SIR: We are very much interested in the information you have given us in regard to the advertising campaign of the Lehigh Portland Cement Company.

For our own information, we would be interested in knowing the name of the dealer who purchased the carload of Lehigh Cement on account of our inability to ship Dragon promptly.

We also note the settlement which you have arranged with Westinghouse, Kerr & Company, and this is very satisfactory to us.

will
We [would]* figure a price to quote Converse at Norfolk, Va.

Yours very truly, R. A. P., Eastern Sales Agent.

[fol. 2116]

DEFT'S Ex. No. D-225

February 1, 1917.

Mr. J. P. Maloney, Boston, Mass.

DEAR SIR: I note the Association reports under date of January 31st that Prentiss, Brooks & Co. made two contracts with Alpha, 1,000 bbls. each, both for garages, contractor P. J. Kennedy Co.

[*Word enclosed in brackets erased in copy.]

Is there not some way in which you can force Prentiss, Brooks & Co. to stock our cement?

Yours truly, Smith, Sales Manager.

[fol. 2116½]

DEF'TS' Ex. No. D-226

April 19, 1919.

Construction Supply Co., Hancock & Marshall Sts., Richmond, Va.

GENTLEMEN: We received your wire asking for quotation on Seven Thousand (7,000) barrels of cement at South Boston.

As per our telegram, we very much regret to state that owing to lower freight rates, the Fordwick Mills can quote a price at South Boston which would reduce our mill price 30¢ per barrel if we should meet it. You can undoubtedly appreciate our position that we would not care to go so far below our cost of manufacture and entertain this loss. The situation in the vicinity of Richmond is different and we can handle business in your section to good advantage.

We trust that you will understand our reasons for being unable to quote you and that you will give us opportunities of quoting where we can at least secure our costs for the cement.

Thanking you for the opportunity and hoping to hear from you again, we remain,

Yours very truly, R. A. P., Sales Manager.

[fol. 2117]

DEF'TS' Ex. No. D-227

Postal Telegraph-Commercial Cables Telegram

Richmond, Va., Apr. 10, 1919.

Lawrence Cement Co., 1 Broadway, New York, N. Y.:

Advise quotation seven thousand barrels cement delivered South Boston, Virginia.

Construction Supply Co.

[fol. 2117½]

DEF'TS' Ex. No. D-228

Newark, N. J., July 6th, 1916.

Mr. J. F. Twamley, Bath Portland Cement Co., 1182 Broadway, New York, N. Y.

DEAR SIR: Raymond Mason, salesman for the Edison Portland Cement Company, called on R. Jannarone, at his residence, Passaic Avenue, Belleville, N. J., and quoted him \$1.58 per barrel for Edison Portland Cement.

Mr. Jannarone was low bidder on 10,000 yards of pavement at Belleville, N. J. and the bids were opened June 20th. Mason quoted this price on July 5th.

Our price was \$1.68, and we were given the cement for this work, at that price. The Edison quotation has had the effect of making Mr. Jannarone dissatisfied with our price.

Please take the matter up with Mr. Scott.

Yours very truly, Bath Portland Cement Co. B. F. Stradley,
President.

[fol. 2118]

DEF'TS' Ex. No D-229

Pennsylvania Cement Company

Boston, Mass.

Feb. 11, 1916.

Pennsylvania Cement Co., 30 East 42nd St., New York, N. Y.

GENTLEMEN: I am enclosing bids received to-day for the Sewer [fol. 2118½] Dept. City of Cambridge. Please note that the Dragon Cement Co. have cut 2¢ a bbl. on the price.

Beg to acknowledge yours of the 10th inst. in relation to the New England Builders' Supply Association convention on February 24th.

I had already intended to be present and shall be, unless I am detained with Hassam at Augusta, where I expect to go on the 23rd. I have told Savory of your suggestion that he attend.

Yours truly, Geo. M. Clukas.

[fol. 2119]

DEF'TS' Ex. No. D-230

Pennsylvania Cement Company

August 15, 1916.

Pennsylvania Cement Co., 30 East 42nd St., New York, N. Y.

GENTLEMEN: Beg to acknowledge your telegram of even date, [fol. 2119½] giving me price of \$1.99, F. O. B. Akron, Ohio. Are you quite sure you are right on this price? I am informed that they have been quoted by the Atlas, Lehigh and other valley companies, \$1.94.

The man who is to place this order is a very good friend of mine and we should have an even chance at the same prices.

Wire me the first thing in the morning whether this price is correct as the order will probably be placed to-morrow, Wednesday.

Very truly yours, Geo. M. Clukas.

[fol. 2120]

DEF'TS' Ex. No. D-231

August 16, 1916.

Mr. Geo. M. Clukas, 161 Devonshire Street, Boston, Massachusetts.

DEAR SIR: We have your favor of August 15th relative to price at Akron, Ohio, and wire you this morning as follows:

"Meet price of 1.94 f. o. b. Akron if made by Atlas or Lehigh."

The rate from Lehigh Valley mills is 49¢ per barrel, which would make our price 1.99. It is possible that the Atlas or Lehigh is quoting #1.94 from one of their western mills, and we will meet this price if you are positive that same has been quoted by either of the above companies.

Yours very truly, Pennsylvania Cement Company. —
 —, Sales Manager. EPA-H.

[fol. 2120½]

DEF'TS' Ex. No. D-232

Mr. E. P. Alker.

Nov. 4, 1920.

Mr. H. B. Brewster:

[We are in receipt of your letter of Nov. 3rd and note what you say relative to the Intercept Sewer job in the city of Syracuse.

I received communication from Mr. Hansen this morning and wrote him that we would meet our competitors' price of \$4.13 per bbl. figured on the Hudson Base.]

Yours very truly, Pennsylvania Cement Company. —
 —, Sales Manager.

[fol. 2121]

DEF'TS' Ex. No. D-233

Pennsylvania Cement Co.

Inter-Office Letter

From H. B. Brewster.

Address: Syracuse, N. Y.

To Pennsylvania Cement Co.

Date: November 10, 1920.

Subject: —.

Reference: —.

[In connection with the quotation made to Richard Hopkins covering 10,000 barrels for use on road #5656 delivery Fultonville, N. Y., your quotation was \$4.30, whereas I understand that price of \$4.17 is being quoted and I wonder if your quotation is correct with

present prices, or that I am misinformed on the other quotations. I plan to place this order through the Crane-Veeder Co., Schenectady, N. Y., if we are successful.

However, an advance of 13 cents would of course lose the order, and therefore would ask if you will please check this up and advise.]

Very truly yours, H. B. Brewster.

[fol. 2121½]

DEF'TS' Ex. No. D-234

Mr. E. P. Alker.

Nov. 11, 1920.

Mr. H. B. Brewster:

We are in receipt of your letter of Nov. 10th and note what you say in regard to price on quotation to Richard Hopkins.

Our price of \$4.30 was figured on the straight Lehigh Valley Base. We will of course, have to meet quotations made on Hudson Base, of \$4.17 per bbl.

Yours very truly, — — —, Sales Manager.

[fol. 2122]

DEF'TS' Ex. No. D-235

Samuel H. French & Co.

Phila., Pa.

Atten. of Mr. E. B. Goode, Jr.

April 1, 1921. No. 2864.

Our salesman reports to us a new condition in Syracuse. He stated that the Alpha Mill, six miles from town, is selling to contractors who haul it themselves and save the freight, 27½¢ per barrel.

We would like to hear from you as to what you know of this condition.

McB.

[fol. 2122½]

DEF'TS' Ex. No. D-236

Samuel H. French & Co.

Phila., Pa.

Atten. of Mr. E. B. Goode, Jr.

July 12, 1921. No. #3025.

We have been working with Tony Bellano, 430 N. Cross St., Phila., Pa. and we find that the Edison Company have written him

a letter stating that they will give him the advantage of twenty days on invoices. In other words, they will date their invoices twenty days after date of shipment. This will give him thirty days after date of shipment in which to take advantage of the cash discount.

We presume it will be agreeable to meet this competition, but we would like to hear from you tomorrow regarding same.

McB.

[fol. 2123]

DEF'TS' Ex. No. D-237

c/c Philadelphia.

Tony Bellano—Discount Period

July 13, 1921.

T. F. McBride:

I have your #3025 in which you state the above gentleman has a letter from the Edison Company stating that they will give him twenty days on invoices, and also stating that you presume that it will be satisfactory for you to meet this competition.

The present policy of this company is to allow ten days for cash discount, and it certainly will not be agreeable for you to meet any twenty day competition as long as our policy is as it is today.

In matters of this kind, as well as all others, you will please be guided by our instructions that you receive from time to time outlining our policy.

EBG/M.

[fol. 2123½]

DEF'TS' Ex. No. D-238

Edison Portland Cement Co.

From Paul L. Hayden.

Date: 6/4/21.

To Mr. Bert W. Kessel, Phila., Pa.

Subject: Rebate on warehouse cement in case of decline in price.

When I was with Allentown we had an arrangement for 1921 whereby the dealers were allowed (in event of a decline) of the market, a rebate on what cement they had in their warehouse, that was bought at the higher price and unsold at the time of the decline.

I find they are still doing this and am writing you to ask your opinion of it and if you considered it a good proposition for us. Personally I think it a good talking point for new business.

Yours very truly, Paul L. Hayden.

[fol. 2124]

DEF'TS' Ex. No. D-239

June 6, 1921.

Bert W. Kessel, Philadelphia Office

Mr. Paul L. Hayden:

Price

DEAR MR. HAYDEN: Replying to your letter of June the fourth, we not only guarantee our price against decline, but also give dealers the benefit of the decline on any unsold stock which they may have in their warehouses. This will be your authority to so tell the trade.

[fol. 2124½]

DEF'TS' Ex. No. D-240

April 7, 1919.

Personal

W. A. H.:

Your memorandum of the 5th has been noted. I surely hope that the scrap that is on in the President's Cabinet will be settled shortly so that all of the unrest regarding building conditions will be stopped. We certainly can't assure our customers that there will be no further reduction. At the same time, if we could work out something to be put out to the trade that would be more or less reassuring without being absolutely committal it would start a buying movement. I have been thinking for some time that our basis of taking contracts, while sound theoretically, works in a very unsound way practically. By this I mean taking contracts on a firm basis. I am almost of the conclusion that it would be a good commercial practice, particularly during the present uncertain times, to make our contracts subject to invoicing the cement at the current market price if it is lower than the contract price during such period as the current market may be lower than the contract. In my experience in the cement business we have been able to hold, during a time of decline, a certain number of our contracts on the [fol. 2125] basis at which they were taken. This, however, has been principally contracts taken direct with industrial companies or direct with contractors, but very seldom have we been able to hold our contracts with dealers when the market price was below the contract price. In theory we have held our contracts with dealers, but as you know a very large number of them have ordered out other brands of cement, and even our own brand, on basis of the current market price, without applying it against the contract, and we have found later on that our contracts were not lived up to. We have never taken the position that we wanted to try out one of these contracts in court, and, therefore, to all intents and purposes our contracts with the dealers have not been firm contracts. At the present time we are selling a greater proportion of our cement through the dealers than we ever sold before. I think this question is worth considering just now as a matter of Atlas policy,

particularly during the present time, and perhaps for the future. I am sure that if we could go to the contractors and dealers with the idea in mind of making a contract on basis of present prices, with a clause in that lower prices would apply during any period that the Atlas Company made lower prices while the contract was in force, we would be able to close up a good many contracts that are now in the market and are only being supplied from time to time as the cement is required. I am, of course, mindful of the fact that all of our competitors would have to do likewise as a matter of protection, but I am not sure but that it would be better for us to look the thing squarely in the face and work out our policy along [fol. 2125½] practical lines rather than theoretical lines. What we lose in the way of invoicing at prices lower than the contract I am sure would be more than offset by what we would gain by supplying contracts through the dealers who ordinarily would buy their cement on the current prices.

It is really unfortunate but when the market price declines and we hold dealers to our contract prices for the contracts we have with them they generally order other brands of cement on basis of the current market prices, and we not only lose out on our contemplated price for these contracts, but we also lose the amount of cement that goes on them. I feel sure that this more than offsets the gain that we make by securing a price above the current market for such contracts as are taken out in accordance with the terms of purchase. Of course, on basis of the decline in price that just occurred we are handling the contracts as you and I both agreed to, and that is putting them down to the present market basis, but this doesn't put us in position to go before the contractors and dealers now on contracts to be placed and give them the assurances they require in order to close up the business. I know that this is a matter of great importance from standpoint of general policy and that you will want to discuss it pretty thoroughly. If, however you decide that this is the thing to do the sooner we settle it the better off we will be.

D. H. M. BC.

[fol. 2126]

DEF'TS' Ex. No. D-241

Guarantee Against Decline

New York, April 10, 1919.

Mr. MacFarland, Chicago:

On the guarantee against decline which you know about, you must be very careful that the customer understands that it is a guarantee against Atlas decline, not the decline of any other company, otherwise some small concern might establish a price for our entire output.

Please be very careful that every salesman understands this thoroughly.

Yours truly, J. R. M.

[fol. 2126½]

DEF'TS' Ex. No. D-242

The H. Wales Lines Co.
Meriden, Conn.

December 21, 1920.

The Dexter Portland Cement Co., Nazareth, Pa.

GENTLEMEN: Supplementing our letter with reference to credit of five cents per barrel on shipment car No. 23159, Dix Lumber Co., we are enclosing copy of a letter which we have this day received from them.

In connection with this same question, we wish to advise that the Standard Coal Co. deducted in settlement for car of October 8, five cents per barrel, because of the fact that they had been quoted and had been charged by other companies \$4.27 at that time. We are issuing credits to both of these concerns and trust that you will see fit to send us credit memoranda at an early date.

Very truly yours, The H. Wales Lines Co., by L. Larmont.

[fol. 2127]

DEF'TS' Ex. No. D-243

12-29-1920.

The H. Wales Lines Co., Meriden, Conn.

GENTLEMEN: We acknowledge receipt of your letter of the 21st in reference to a credit of 5 cents per barrel on car #23159 shipped to Dix Lumber Co., also credit for Standard Coal Co. for shipment of a car on October 8th. Under the circumstances we will allow the credit in this case but please do not issue credits upon similar cases without first taking up the matter with us. The question of reducing the price of Dexter Portland Cement is not determined by the fact that another company is selling its cement cheaper but it is only at such times when we consider it necessary for us to reduce the price of Dexter in order to meet the competition of several of the leading companies in this district.

Very truly yours, ———, Manager of Sales. HY:C.

[fol. 2127½]

DEF'TS' Ex. No. D-244

Nazareth Cement Company
Boston Office

Date: July 10, 1916.

To Mr. S. J. Fehnel, Nazareth, Pa.:

Subject: ———.

I am in receipt of your favor of the 7th with water rates, and there are places where this may hurt us, not being able to meet the situation, as other Lehigh Companies are doing so.

While I agree with Mr. Horner that we do not want any water business, I think we should be allowed to meet this difference by rail if we want to, or have to.

I wish you would advise me in this regard promptly.

Very truly yours, John W. Ramsay.

[fol. 2128]

DEF'TS' Ex. No. D-245

Nazareth Cement Company

Subject: —.

July 11th, 1916.

To John W. Ramsay, Sales Mgr., Boston Office:

In reply to your letter of July 10th in regard to the difference between water rates and rail rates, I have again taken this up with Mr. Horner and Mr. Horner does not want to meet the water rate and absorb the difference. Would suggest that you take this up with him at the time of your meeting next Tuesday.

Very truly yours, — — —. SJF-WFM.

[fol. 2128½]

DEF'TS' Ex. No. D-246

Nazareth Cement Company

Boston Office

Subject: —.

November 28, 1917.

To Mr. J. A. Horner, Nazareth, Pa.:

I am in receipt of your favor of the 26th, and the dealer that offered Cement to the Starrett, Fields Company at \$2.20 in cloth, at Boston with the usual cash discount, was the Massachusetts Lime & Cement Company, of Cambridge. I do not know what the brand was, but have an idea that it was Phoenix and possibly some Lehigh.

It is a matter of common knowledge that such dealers as J. P. O'Connell & Company of this City, and C. H. Spring Company of Newton Lower Falls, Mass., have not this year paid the market price on any of their Cement shipments, they having enough of padded contracts to more than take care of current business.

Very truly yours, John W. Ramsay.

[fol. 2129]

DEF'TS' EX. NO. D-247

John W. Ramsay

Boston, Mass.

10/19/17.

DEAR MR. HORNER: Just a line to advise our friends National Engr. Co. landed a job at Naugatuck, Conn. 8,000 brls. rush.

Vulcanite direct and Edison thru a dealer cut 5¢ a barrel. I didn't have to but thought you should know this.

J. W. R.

[fol. 2129½]

DEF'TS' EX. NO. D-248

Nazareth Cement Company
Boston Office

Subject: —.

10/21/20. N-CP-25.

To Mr. J. A. Horner, Nazareth, Penna.:

Received your telegram advising that you were not coming up this week, and when you do know your plans, let me know and I will arrange to meet you on arrival.

The cement market is very peculiar up here, some people who feel we have used them well, make no objection to paying on the \$3.00 bulk basis at the mill for market cement, but others are giving us no orders because they are buying cheaper from other companies. Understand most of the mills are selling dealers on the basis of \$2.50 in bulk, and we are advised that the Pennsylvania is quoting on a price of \$2.25 bulk, which is the highest they ever quoted up here even during the recent trouble. They are also absorbing the difference in rates between Lehigh Valley and Hudson River mills which makes the net to them about \$2.20 on sales to dealers.

I feel that as long as we can get some of the higher price business we will hang on, and ship as little of the low price cement as we can.

Very truly yours, John W. Ramsay.

[fol. 2130]

DEF'TS' EX. NO. D-249

May 31, 1921.

Mr. Preston E. Bradlee, Brookline, Mass.

DEAR BRADLEE: I know business is very bad in Boston, owing to the strikes, but this same condition obtains in most all our large cities. We are being obliged to get our business from the small centers and on road jobs. Watch the competition carefully and let

me know what you are up against. If price cutting becomes general, then the lower price level will become the prevailing one, and we cannot be left at the post. Keep in close touch with the situation and with me.

I have written Frank Leach asking him to go over to Westerly as soon as he can, and if he wants any additional information, to call you on the 'phone.

It seems as tho these strikes have been running so long now that they must soon be settled, and I am hoping that conditions will be much changed in the near future. It is becoming a matter of some anxiety to us because we have on hand a very large stock of clinker, altho our cement stock is low, but with our new grinding capacity, we will be able to grind the clinker much faster than we can burn, and so the stock of clinker on hand practically amounts to finished [fol. 2130½] cement, when we speak of material to be sold. It means that we must ship 85,000 barrels of cement every month the balance of this year, and this is a great deal more than we have ever done before. We will have to get the business, and if our competitors are underselling us, we must know about it, and if necessary, meet the competition as it comes. Watch your territory like a hawk and good luck to you.

Yours very truly, Charles H. Cox.

[fol. 2131]

DEF'TS' Ex. No. D-250

The Atlas Portland Cement Co.
New York

For the attention of Mr. MacFarland; Mr. Lewis, Chicago.

New York, June 19, 1920.

Mr. Morron has asked me to write you about a situation here in the east that has developed this morning.

We have received word that Alpha and some of the smaller companies have increased their price 30 cents a barrel. One or two of the smaller companies first issued quotations and it is apparently growing general. We have not found any quotations yet from any of the trade of the Lehigh company.

We are not yet quite ready to make a change ourselves, but probably will have to decide it Monday or Tuesday. If we increase our price, it is our thought that we would like to go up 35 cents instead of 30, and allow 10 cents a barrel discount for cash—that is, make [fols. 2132-2137] the cash discount 10 cents instead of 5. Assuming that information we are able to develop Monday or Tuesday confirms the information that we have today of a 30 cent advance, we would then increase to 35 cents, but because if we do go up to 35 cents we will allow a 10 cent discount, our net price on discounted invoices will be the same.

While, as I have stated above, we have not yet determined on this, Mr. Morron wanted me to write you about it, so that you could consider the best way to handle the situation in the west and south, as of course if we allow a 10 cent cash discount here, we would want to do the same elsewhere.

It is Mr. Morron's thought that we would increase our Western & Southern prices 5 cents, although it need not necessarily be done by a general notice. This latter point is one on which he would like to hear from you. In fact he would like to have you write him as promptly as possible, giving your ideas of just how you would handle your end, in the event of our deciding to go to the 10 cent discount.

Yours truly, L. R. B.

SHIPMENTS (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January		21 919.	35 257.	42 840.	26 874.	11 667.	12 583.	5 632.	19 240.
February	154 110.	16 914.	28 525.	24 634.	25 258.	11 957.	15 897.	8 803.	14 310.
March		38 447.	73 163.	45 194.	53 176.	42 068.	31 259.	36 549.	32 138.
April		71 351.	82 608.	75 858.	80 382.	31 712.	44 000.	52 561.	50 094.
May	227 191.	85 306.	85 551.	83 199.	79 189.	44 370.	76 174.	65 285.	51 778.
June		88 196.	90 141.	62 873.	72 666.	46 083.	82 728.	61 649.	72 343.
July		87 635.	75 455.	68 054.	64 448.	41 427.	82 015.	53 554.	80 260.
August	235 328.	93 138.	70 374.	95 152.	71 510.	49 109.	78 385.	55 445.	96 916.
September		100 355.	83 704.	86 284.	68 702.	39 807.	74 754.	65 411.	82 477.
October		93 628.	125 626.	89 466.	67 767.	47 068.	68 557.	65 288.	91 026.
November	202 236.	66 453.	87 932.	73 269.	63 243.	36 686.	61 861.	57 249.	36 151.
December		47 068.	62 717.	46 399.	22 220.	24 224.	22 426.	14 849.	23 914.
YEAR	818 865.	810 660.	901 063.	793 252.	695 435.	426 178.	650 639.	542 769.	650 647.

Deft. Ex. No. D 260 B

ALPHA PORTLAND CEMENT CO.

No. 1 (vio)

SHIPMENTS (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	209,980	204,722	143,322	167,484	173,953	16,150	56,041	155,293	59,419
February	176,676	202,924	230,688	160,745	123,842	111,621	74,275	143,688	71,303
March	401,765	257,592	451,753	222,745	326,862	235,645	152,256	262,629	191,247
April	510,398	495,644	516,201	431,788	501,027	311,546	250,463	403,044	261,187
May	577,518	579,421	526,899	501,625	555,249	394,923	253,427	399,235	260,604
June	514,241	554,609	644,212	395,284	415,112	379,001	311,736	491,029	334,646
July	536,356	603,457	456,801	397,205	396,277	334,712	305,578	474,544	322,725
August	587,826	606,520	430,485	473,434	405,525	353,827	375,667	470,498	402,840
September	603,106	640,205	505,744	569,939	438,381	341,609	472,108	478,129	372,966
October	359,896	575,855	515,753	499,404	444,724	221,123	393,629	559,600	366,447
November	402,874	382,663	457,606	430,419	321,716	167,593	285,430	338,697	163,556
December	337,024	188,351	277,765	284,456	219,403	96,890	226,435	83,320	112,471
Year.	5,417,661	5,299,473	5,157,204	4,525,228	4,333,106	3,994,649	3,157,096	4,260,006	2,945,857

Deft. Ex. No. D 260 C

THE ATLAS PORTLAND CEMENT CO.

No. 1 (64)

SHIPMENTS (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	401,200	339,872	280,679	323,379	279,488	169,624	211,747	423,824	133,517
February	436,031	252,215	269,282	318,595	280,012	293,809	220,772	179,766	184,023
March	570,468	371,199	432,143	403,626	529,081	464,406	297,688	391,315	311,596
April	658,085	561,220	546,107	606,974	689,999	602,161	407,332	628,181	430,684
May	630,284	635,745	525,592	637,284	806,860	565,561	508,044	539,615	527,045
June	632,062	565,681	589,440	596,632	640,917	541,209	580,265	716,321	608,699
July	626,354	618,246	550,004	571,421	626,957	516,707	647,462	852,484	526,196
August	728,082	663,844	524,195	719,951	555,348	559,400	748,841	819,783	680,840
September	755,171	572,844	538,246	866,912	721,812	556,694	977,654	763,800	611,835
October	625,300	522,730	562,480	781,875	762,409	427,252	892,584	749,292	694,347
November	545,707	358,578	483,511	590,300	557,748	394,250	635,521	628,827	297,182
December	435,969	209,586	390,237	397,791	380,497	236,423	568,444	260,970	259,255
TOTAL	7044,423	5671,260	5722,336	6819,740	6831,123	5307,290	6695,254	6954,178	5245,229

Deft. Ex. No. D 260 D

Bark Portland Cement Company

No. 1- (110)

Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	32,861	25,252	18,553	21,510	24,613	44,090	14,527	20,442	9,959
February	17,662	14,087	17,932	18,923	20,128	12,360	19,268	5,073	22,448
March	38,583	28,209	31,025	32,229	44,233	49,087	52,278	35,856	51,341
April	57,000	54,510	44,078	61,312	72,026	53,160	61,915	49,211	72,140
May	80,648	56,286	36,867	59,194	72,537	57,612	87,714	58,239	87,112
June	72,171	74,025	64,980	51,429	60,774	58,105	94,583	82,376	95,811
July	74,379	76,369	55,820	50,773	50,503	50,176	86,265	80,370	91,508
August	72,317	62,910	64,231	72,298	66,661	51,466	77,942	100,197	114,996
September	110,135	51,071	61,351	62,345	60,072	34,420	118,735	122,231	116,835
October	80,744	51,000	71,808	61,225	60,580	44,951	98,181	130,423	119,991
November	68,964	31,431	101,419	60,920	36,269	28,350	83,852	62,302	49,824
December	47,000	17,321	52,110	35,565	21,202	14,785	51,983	15,248	30,519
Year	762,730	543,442	624,619	576,292	580,624	450,038	882,213	771,919	862,624

Deft. Ex. No. D 260 E

Coplay Cement Manufacturing Company

No. 1 - (via)

Shipments (barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	50,644	35,635	56,844	90,800	46,630	34,435	40,126	42,021	25,510
February	42,142	34,529	60,603	57,032	51,453	47,446	26,593	30,281	31,864
March	70,495	51,969	114,924	77,179	64,565	96,154	49,884	73,345	78,462
April	107,472	80,581	146,854	110,240	111,522	95,344	64,931	78,224	66,705
May	115,141	108,431	176,409	134,202	165,305	99,987	90,443	65,581	97,106
June	119,668	119,943	167,717	121,210	132,213	113,810	115,321	101,944	110,333
July	150,238	140,167	167,126	103,098	88,805	113,735	104,013	120,772	100,719
August	149,165	118,044	174,524	145,562	106,702	87,195	121,500	138,098	124,886
September	140,392	151,051	167,103	152,524	114,306	81,412	119,276	128,314	140,889
October	124,218	127,917	156,552	142,165	104,939	90,246	107,511	141,523	122,295
November	92,964	103,553	173,424	134,398	95,665	70,007	104,304	120,636	60,343
December	74,008	54,125	128,141	79,274	72,412	57,832	93,766	53,894	52,234
Year	1,284,146	1,130,512	1,687,768	1,357,756	1,153,315	99,740	1,037,466	1,095,341	1,004,506

Deft. Ex. No. D 260 F

Deft. Portland Cement Company

No. 1 - (11)

Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	40,849	36,588	25,452	34,110	34,935	13,413	32,925	30,296	20,444
February	42,576	21,433	38,173	35,839	24,532	28,068	30,888	15,318	30,078
March	67,908	44,803	73,271	46,922	55,166	65,816	55,181	44,531	66,308
April	74,584	74,630	96,585	75,023	73,473	66,946	82,664	63,107	86,072
May	74,656	97,014	110,464	80,198	40,423	85,778	106,636	53,431	114,238
June	72,436	80,412	112,141	71,658	64,600	82,164	118,623	75,436	103,348
July	74,523	78,577	118,613	71,642	70,812	83,019	93,237	78,064	93,013
August	85,701	86,834	71,374	81,152	77,009	95,560	93,175	85,525	120,365
September	82,347	64,225	67,705	80,100	74,408	73,472	102,742	85,189	106,948
October	76,273	63,447	73,643	92,179	71,630	83,372	96,310	78,120	107,112
November	63,440	45,133	80,042	85,529	67,820	65,120	66,627	72,000	50,672
December	37,164	24,120	42,781	40,264	41,143	53,366	55,089	35,644	29,362
Year	748,131	717,218	418,757	808,986	726,605	745,233	830,738	708,106	928,087

Deft. Ex. No. D 260 G

EDISON PORTLAND CEMENT CO.

No. 1 (VII)

SHIPMENTS (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	60065	54361	56597	SHORT TOWN	51652	34704	25506	61233	21679
February	52539	59888	58925	" "	30893	46396	26351	28944	31539
March	101463	64657	42396	" "	100151	96517	51039	81744	75497
April	145150	124564	16960	24966	122361	118774	75722	93063	104903
May	128909	132587	10305	62781	167150	159422	98636	156238	147521
June	144982	140940	19161	89386	134926	150826	132014	167176	165790
July	130076	130396	14410	82831	103459	129442	158770	188157	174595
August	144885	148298	3640	127671	130484	129396	207170	143110	224907
September	153092	160749	1114	150486	175618	118145	245058	159862	218519
October	111044	142830	532	106605	120127	62382	253468	162697	236972
November	121355	82906	486	76017	110815	81888	146739	109236	108274
December	89873	55124	6	49919	52371	32104	85063	25863	66138
TOTAL	1443433	1297300	224572	770662	1300013	160496	1505536	1377323	1576334

Deft. Ex. No. D 280 H

Giant Portland Cement Company

No. 1 - (10)

Shipments (Barrel)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	Page 2	22,608 b	32,875 b	42,122 b	48,854 b	36,241 b	21,079 b	51,451	32,419 b
February	Page 2	18,136	40,272 b	42,723 b	36,544	33,107 b	30,549 b	30,828 b	32,390 b
March	Page 1	30,320 b	27,477	20,859	62,213 b	80,137 b	46,048	68,258 b	69,272 b
April	1913	23,626	58,285 b	79,242	87,465 b	59,240 b	91,576 b	60,304 b	82,776 b
May	52,714 b	52,442 b	70,438 b	46,255 b	102,176 b	80,016 b	61,136	70,601	90,649 b
June	57,602 b	72,132 b	12,118 b	14,814	116,107 b	81,280	71,007	131,791 b	103,700 b
July	70,472 b	107,585 b	80,160 b	76,200 b	102,202	117,320	70,697 b	131,948	88,344 b
August	81,646	89,327 b	70,494	90,364 b	130,218 b	93,924 b	93,311	110,606 b	101,602 b
September	102,408 b	122,428	86,096 b	100,378	122,804 b	94,681	121,300 b	100,234 b	93,212
October	91,672 b	114,583 b	116,104 b	146,194 b	112,986 b	86,229	124,020	135,926 b	130,842 b
November	49,306 b	90,741 b	94,424 b	81,420	106,038	48,726 b	88,144 b	88,701 b	60,368 b
December	30,412 b	23,618	55,853 b	63,290	67,864	41,288	68,622 b	35,214 b	50,979
Year	540,946 b	839,584 b	822,099	916,623	1,100,821 b	862,301	893,949 b	1,020,631 b	943,421 b

Deft. Ex. No. D 260 I

GLENS FALLS PORTLAND CEMENT CO.

No. 64

SHIPMENTS
(BARREL)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	17855	7020	6320	24068	16353	12661	11093	10956	10050
February	11586	5719	9316	9389	9526	13351	10475	7222	9731
March	17216	15739	20161	16911	24190	23083	13176	12860	27417
April	43069	32052	35712	49892	43718	47871	30856	68628	44676
May	45341	56338	50009	56755	56347	73639	39269	55795	56411
June	61528	60507	77835	59058	56953	83599	50207	69090	72637
July	65364	68213	73597	60518	59430	75287	60829	40866	56434
August	76402	69732	101932	74609	70149	74188	58424	38792	112999
September	86312	75193	94930	86850	77622	68735	75953	29240	117169
October	67176	73059	81960	103412	73219	52785	92704	26811	101373
November	46812	32175	52477	68089	54695	34342	32708	19706	25886
December	22266	11362	55582	26584	18357	21689	22562	7552	12257
TOTAL	560927	505129	659831	636141	560559	581230	498256	387518	647040

Deft. Ex. No. D 260 J

Hercules Cement Corporation

No. 1-110

Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January						6,153 v	26,800 v	31,165 v	6,187 v
February						20,726 v	15,331 v	16,082 v	8,680 v
March						29,213 v	26,233 v	44,394 v	36,689 v
April						27,763 v	40,331 v	36,113 v	40,243 v
May						35,443 v	48,632 v	36,849 v	46,264 v
June						44,070 v	64,852 v	57,883 v	49,582 v
July						62,172 v	71,331 v	49,933 v	44,341 v
August					23,820 v	41,012 v	68,161 v	63,796 v	49,155 v
September					18,989 v	44,986 v	68,479 v	69,682 v	80,580 v
October					28,864 v	47,574 v	67,495 v	63,708 v	90,431 v
November					28,730 v	43,896 v	62,214 v	35,492 v	34,715 v
December					14,348 v	21,843 v	46,603 v	21,434 v	24,687 v
Year					113,551 v	447,984 v	632,138 v	578,348 v	571,214 v

Daft. Ex. No. D 260 K

Knickerbocker Portland Cement Company

No. 1-(1/16)

Shipments (barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	19369	24757 1/4	11964	26566	19284	10900 1/4	20713 1/2	23979	11671 1/4
February	20554 3/4	22375 1/2	13422	19763 3/4	13664	18912 1/2	13327 3/4	9819 1/4	12436 3/4
March	20656 3/4	38678 1/2	45447 1/4	19865	43626 1/2	40828 1/2	41242 1/2	21710	61003
April	60162 1/2	93056 1/4	96544 1/2	71667 1/2	96267	77438	32289 3/4	146208	100224
May	78529 1/2	102065 1/4	107164	84434 1/4	120969 1/4	77413 1/4	42651 1/4	142294 1/2	101330 3/4
June	100029 1/2	133610	157763	81226 3/4	98490 1/2	112459 1/4	63754	114575 1/2	103848 1/4
July	117400 1/2	133529 1/4	116870 3/4	72192 3/4	100160	94097 1/2	72754	90170 1/2	122669
August	120511 1/4	128049 1/4	89749 3/4	114183	117159 1/2	106096	112963 3/4	68625 3/4	124869 1/4
September	121535 1/2	150166	77784 1/4	127627	130236 1/4	112457 1/4	161013	104171	133336
October	110624 3/4	135733 3/4	37911 1/4	135782 1/4	101591 1/4	80529 1/2	121686 1/4	118237 1/4	124816 1/4
November	76340	72080 1/4	19209 3/4	86463 3/4	72612	68060 1/2	70020	87583 1/2	51983 3/4
December	63212 3/4	44368 1/4	57690	73444	48785	30745 1/2	44336 1/2	40002 1/4	53511
Year	909066 3/4	1078470	831520 1/2	913215 1/2	963295 1/4	829488	746742 3/4	967376 1/2	1001699 1/4

Deft. Ex. No. D 260 L

Lawrence Portland Cement Company

No. 1- (11-1)

Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	73,728	57,280	27,312	64,581	52,808	21,927	21,896	52,633	21,551
February	64,573	35,846	43,763	54,368	40,273	43,861	33,333	31,132	48,606
March	111,194	70,634	92,332	68,604	100,237	76,323	59,370	61,780	94,823
April	148,753	118,453	115,024	130,049	143,842	128,310	133,051	113,604	150,026
May	127,187	145,911	150,783	118,133	168,856	183,186	90,539	103,461	147,056
June	116,017	161,661	146,054	138,684	112,181	127,273	112,623	166,009	148,585
July	118,046	138,333	163,340	111,660	121,083	115,079	137,540	124,113	144,644
August	119,581	167,666	139,312	133,034	166,164	104,331	123,703	165,637	193,436
September	129,040	138,696	139,513	131,066	136,906	109,376	165,281	114,664	154,762
October	131,721	139,206	180,271	143,166	132,389	108,321	202,433	166,486	181,971
November	136,046	29,198	139,638	128,081	120,531	93,183	150,280	157,876	69,579
December	171,165	43,067	111,313	95,423	87,523	71,065	102,417	65,834	59,584
Year	1,364,424	1,290,451	1,481,879	1,306,830	1,303,353	1,455,339	1,343,296	1,472,822	1,427,314

Deft. Ex. No. D 280 M

Lehigh Portland Cement Company

No. 1-(112)

Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	175,386	171,019	166,448	161,234	24,163	108,248	103,264	320,584	143,651
February	146,362	103,171	263,442	185,767	214,586	164,813	143,486	234,121	104,505
March	258,256	224,425	513,812	247,960	417,853	376,442	200,265	403,171	398,517
April	380,937	428,113	636,006	486,307	512,820	426,235	347,404	414,184	531,381
May	432,345	603,826	728,681	580,213	585,834	444,784	402,938	402,313	604,400
June	451,191	657,515	837,067	541,258	541,507	588,907	443,483	618,747	698,466
July	446,386	624,624	604,708	486,642	434,315	444,681	572,151	745,417	571,110
August	444,320	654,723	480,213	642,815	465,411	443,173	683,478	528,385	726,774
September	459,631	620,311	510,672	807,433	527,928	436,486	718,475	673,572	671,477
October	426,886	561,807	444,728	646,318	468,102	407,513	625,510	693,381	775,254
November	323,303	344,275	348,025	524,117	321,091	251,334	515,413	423,838	303,047
December	210,074	165,135	244,377	319,361	215,705	224,211	341,582	139,557	258,232
Year	4,271,691	5,201,114	5,871,656	5,745,168	5,061,840	4,447,623	5,353,348	5,320,720	5,864,190

Deft. Ex. No. D 260 N

NAZARETH CEMENT COMPANY

1-(VII 2)

SHIPMENTS - (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	25 242 $\frac{1}{2}$	51 645 $\frac{1}{2}$	44 516 $\frac{1}{2}$	41 492	42 862 $\frac{1}{2}$	17 254 $\frac{1}{2}$	15 252 $\frac{1}{2}$	56 860	26 492
February	17 701 $\frac{1}{2}$	34 416 $\frac{1}{2}$	50 264 $\frac{1}{2}$	43 175 $\frac{1}{2}$	35 791 $\frac{1}{2}$	31 336 $\frac{1}{2}$	32 186 $\frac{1}{2}$	21 502 $\frac{1}{2}$	26 356
March	41 837	52 270 $\frac{1}{2}$	80 235 $\frac{1}{2}$	54 960 $\frac{1}{2}$	71 246 $\frac{1}{2}$	54 270 $\frac{1}{2}$	55 464 $\frac{1}{2}$	56 415 $\frac{1}{2}$	51 350
April	83 725	88 583 $\frac{1}{2}$	86 892 $\frac{1}{2}$	76 893 $\frac{1}{2}$	96 065 $\frac{1}{2}$	97 191 $\frac{1}{2}$	54 102	72 517 $\frac{1}{2}$	77 986
May	94 771 $\frac{1}{2}$	107 696 $\frac{1}{2}$	82 414 $\frac{1}{2}$	117 986	117 382 $\frac{1}{2}$	104 501	64 108	61 082 $\frac{1}{2}$	96 525 $\frac{1}{2}$
June	96 350 $\frac{1}{2}$	109 000	135 552	81 524 $\frac{1}{2}$	88 890 $\frac{1}{2}$	89 070 $\frac{1}{2}$	70 236	109 200 $\frac{1}{2}$	91 821
July	81 613 $\frac{1}{2}$	124 828 $\frac{1}{2}$	103 196 $\frac{1}{2}$	103 927 $\frac{1}{2}$	87 665 $\frac{1}{2}$	92 317 $\frac{1}{2}$	66 049 $\frac{1}{2}$	138 032 $\frac{1}{2}$	78 565
August	89 870 $\frac{1}{2}$	136 303	88 460 $\frac{1}{2}$	128 629 $\frac{1}{2}$	111 813	89 351	88 655 $\frac{1}{2}$	119 780 $\frac{1}{2}$	113 076 $\frac{1}{2}$
September	106 403 $\frac{1}{2}$	127 405 $\frac{1}{2}$	99 052	114 086 $\frac{1}{2}$	104 979 $\frac{1}{2}$	76 448 $\frac{1}{2}$	98 176	135 163 $\frac{1}{2}$	112 205
October	80 371 $\frac{1}{2}$	121 065 $\frac{1}{2}$	102 257 $\frac{1}{2}$	142 845 $\frac{1}{2}$	90 550	75 356 $\frac{1}{2}$	111 897 $\frac{1}{2}$	157 876 $\frac{1}{2}$	130 205
November	68 880	93 494 $\frac{1}{2}$	127 365	126 189 $\frac{1}{2}$	92 517 $\frac{1}{2}$	66 021 $\frac{1}{2}$	71 220 $\frac{1}{2}$	130 017 $\frac{1}{2}$	48 003
December	43 288 $\frac{1}{2}$	69 876 $\frac{1}{2}$	89 553 $\frac{1}{2}$	99 600	53 147 $\frac{1}{2}$	36 432 $\frac{1}{2}$	84 836 $\frac{1}{2}$	28 926 $\frac{1}{2}$	39 161 $\frac{1}{2}$
YEAR	830 500 $\frac{1}{2}$	1126 606 $\frac{1}{2}$	1089 765 $\frac{1}{2}$	1145 309 $\frac{1}{2}$	1000 961	829 541 $\frac{1}{2}$	812 185 $\frac{1}{2}$	1087 375 $\frac{1}{2}$	891 746

Deft. Ex. No. D 260 O

PENN-ALLEN CEMENT COMPANY

No. 1 - (VIA)

SHIPMENTS (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	14 227	14 246	16 221	25 237	38 560	8 622	13 262	18 379	15 559
February	12 530	11 630	20 755	18 455	19 435	27 321	18 587	6 791	18 609
March	40 259	24 508	41 770	43 041	57 672	47 681	26 115	28 892	46 072
April	52 930	42 664	53 218	67 834	68 955	55 953	34 660	40 679	58 464
May	50 407	83 982	46 083	65 669	73 399	65 639	44 761	44 939	57 247
June	61 018	89 052	71 759	57 716	66 079	59 959	50 092	69 950	68 557
July	101 430	76 338	59 494	64 283	61 396	47 146	62 941	81 045	53 534
August	80 854	60 106	57 708	85 897	64 963	42 919	67 098	102 292	70 139
September	66 670	73 164	57 380	80 024	57 620	40 053	103 212	72 194	79 806
October	64 880	57 761	74 584	87 575	60 834	43 994	110 217	58 961	100 107
November	50 473	39 579	66 378	84 818	46 566	32 764	74 415	54 951	36 408
December	31 112	20 504	60 616	40 004	22 929	23 946	44 024	16 502	25 706
YEAR	661 790	593 534	628 166	720 558	638 408	495 997	649 384	595 575	630 208

Deft. Ex. No. D 260 P

Pennsylvania Cement CompanyNo. 1- (vii)Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	63,986	45,849	46,117	74,065	59,685	23,847	38,260	44,545	60,352
February	47,120	26,390	37,784	45,886	44,570	29,172	31,625	27,171	51,200
March	65,282	38,215	73,976	47,666	75,275	86,722	48,002	59,400	48,565
April	85,509	70,135	91,072	92,038	115,211	109,070	70,344	81,242	12,6311
May	46,444	103,483	121,599	111,232	143,371	107,647	76,193	75,670	123,222
June	45,722	141,661	120,362	100,556	97,213	111,400	94,258	114,595	151,037
July	91,813	123,242	112,367	95,164	102,382	110,549	124,270	156,760	111,865
August	89,274	118,406	101,630	130,098	97,502	121,221	148,794	158,220	122,346
September	104,090	114,169	104,904	117,675	125,316	91,408	130,387	141,894	114,488
October	87,707	109,013	107,374	118,061	141,615	78,281	136,046	145,662	110,183
November	71,237	83,025	115,507	102,180	126,102	84,182	109,505	105,899	56,682
December	73,240	70,204	98,090	86,868	59,254	80,100	82,915	100,613	63,204
Year	971,495	1,044,464	1,130,752	1,121,469	1,187,487	1,033,649	1,105,442	1,211,851	1,199,565

Deft. Ex. No. D 260 Q

PHOENIX PORTLAND CEMENT CO.

No. 1 (VII)

SHIPMENTS (BARRELS)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	10,418	16,950	19,432	24,872	32,412	5,068	15,568	14,735	10,575
February	6,332	10,226	23,220	22,033	17,977	10,157	12,600	8,863	16,630
March	13,906	22,691	28,987	26,299	35,683	20,060	20,354	28,943	33,546
April	23,738	46,550	41,737	57,888	51,750	20,815	32,622	42,008	43,694
May	32,536	60,778	45,455	63,002	57,336	39,686	36,284	63,464	65,703
June	38,130	63,729	57,736	56,564	45,191	27,218	39,286	68,427	75,768
July	50,080	70,415	65,897	38,572	48,541	28,565	42,215	74,935	82,828
August	56,294	57,760	53,279	58,749	42,649	29,698	46,021	86,660	117,201
September	67,229	49,207	70,634	53,075	35,975	33,710	52,958	79,513	95,260
October	60,694	61,487	80,710	60,241	65,191	30,204	52,357	73,549	87,167
November	36,736	55,162	92,529	44,165	63,897	26,436	52,362	61,184	41,783
December	26,971	29,192	41,438	33,291	36,349	19,948	22,807	15,919	35,631
YEAR	423,764	544,167	621,154	559,771	526,951	322,164	422,776	623,200	709,796

Deft. Ex. No. D 260 R

SECURITY CEMENT & LIME CO.

No. 64

SHIPMENTS PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	22937	17963	14990	17685	25280	18891	12616	22421	18506
February	24665	13558	29563	19714	47170	40112	20652	28912	26693
March	44352	30220	57975	32471	44034	60304	52724	60162	57984
April	55021	45681	55748	49346	71929	60225	50491	83946	66340
May	52294	60813	65857	65503	77962	71266	65220	83286	69398
June	58008	56543	60809	55076	66287	53381	62083	67539	95823
July	61196	64440	63649	54153	59643	61215	65625	86084	83566
August	64175	69635	49471	80789	72096	54295	85102	82347	101068
September	61531	69718	52103	72857	69856	52488	87863	79944	91449
October	46506	69288	63581	80321	62483	48016	110369	76027	88149
November	48345	56657	58407	67513	59326	52410	65304	44357	60565
December	26825	18178	40983	39179	45268	27078	29787	14246	25733
TOTAL	565855	572694	613136	634607	698334	599681	707836	729271	776274

Deft. Ex. No. D 260 S

Vulcanite Portland Cement Company
No 1 (via.)
Shipments (Barrels)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	69,505 ²	60,631 ²	50,921 ²	69,162 ²	59,433	27,028	25,367 ¹	39,552 ²	30,536 ¹
February	58,035 ²	30,675 ²	60,057 ²	60,444 ¹	39,751	93,236 ²	25,217 ¹	21,589 ¹	30,446 ²
March	90,867 ²	68,667 ¹	76,530 ²	76,299	84,227	68,603 ²	16,620	65,175	80,728 ¹
April	114,561 ¹	120,018 ²	74,164 ²	139,714	110,563 ²	114,941 ²	60,577 ²	105,574 ¹	103,777 ²
May	120,070 ²	129,413 ²	86,481 ²	144,060 ¹	119,249	124,561	75,612 ²	108,789 ²	106,111 ¹
June	121,697 ²	117,401 ²	109,462 ²	121,412 ¹	194,333 ²	109,214	94,327 ¹	138,127 ²	127,992
July	124,446 ²	110,837 ¹	112,936 ²	101,642 ²	103,787 ²	75,641 ²	98,318 ²	117,837	126,034 ²
August	153,121 ²	126,176 ²	94,720 ¹	139,179	141,437 ¹	87,101 ¹	118,795 ²	114,895 ¹	153,555 ²
September	145,809 ¹	139,293 ²	115,043 ²	164,539 ²	93,618 ¹	90,169 ²	144,353 ²	142,177 ²	155,668 ²
October	162,770	134,575 ²	143,131 ²	174,907	87,289 ²	64,873	130,272	152,190 ²	193,121 ²
November	116,388	108,967	137,366	141,533	95,496	44,446 ²	106,079 ¹	124,069 ¹	86,094 ²
December	85,253	57,886 ²	108,134	101,746	50,369 ²	43,867	81,865	39,795	61,477 ²
	1,366,721 ²	1,205,639 ²	1,179,885 ²	1,429,202 ¹	1,019,515	893,753 ¹	1,005,410 ¹	1,169,743 ¹	1,255,449 ²

ALL COMPANIES Shipments (Barrels)

2157

Company	1913	1914	1915	1916	1917	1918	1919	1920	1921
Allentown	818,665	810,660	901,053	799,252	695,425	426,178	650,639	542,769	650,647
Alpha	541,766	529,473	515,729	455,521	423,106	2,994,699	3,157,096	4,260,006	2,945,851
Alles	704,493	567,126	572,336	651,970	613,123	530,729	669,554	6,954,178	524,522
Bath	752,730	543,442	624,699	516,293	591,654	450,038	862,213	771,919	862,624
Coglar	12,541,146	1,190,312	1,677,745	1,357,736	1,158,315	991,740	1,037,666	1,095,341	1,004,506
Dexter	796,131	717,218	911,757	801,986	756,645	795,033	930,728	708,106	928,047
Edison	1,443,433	1,297,300	2,245,522	770,662	1,300,013	1,160,496	1,505,536	1,377,323	1,576,334
Giant	540,998	839,584	1,520,999	995,653	1,100,821	862,301	893,969	1,030,631	943,933
Glens Falls	560,927	505,129	659,831	636,141	560,559	511,230	498,256	387,518	647,040
Hercules	—	OPERATIONS	AUGUST	417	113,551	447,984	602,138	518,345	511,284
Knickerbocker	909,066	1,071,470	831,520	913,215	963,295	829,988	796,742	967,376	1,001,699
Lawrence	1,359,934	1,210,421	1,451,179	1,306,520	1,322,252	1,155,279	1,243,296	1,472,477	1,427,314
Lehigh	427,697	520,119	537,656	579,516	506,840	448,762	532,548	572,790	586,190
Nazareth	830,500	1,126,666	1,019,765	1,145,309	1,000,961	829,541	812,185	1,087,375	891,746
Penn-Allen	661,790	592,534	628,166	720,558	638,408	495,997	604,384	595,595	630,208
Pennsylvania	971,495	1,044,444	1,130,752	1,121,469	1,187,497	1,033,699	1,105,942	1,211,551	1,189,565
Phoenix	423,764	544,167	621,154	539,771	526,951	299,164	292,976	623,200	709,796
Securix	565,855	572,694	613,136	634,607	698,334	599,681	707,836	729,271	776,294
Vulcanite	1,366,721	1,202,639	1,173,885	1,433,203	1,019,585	893,753	1,005,410	1,169,743	1,255,469
Total	299,926,352	294,451,471	301,600,253	301,841,122	299,931,345	294,634,712	289,936,411	31,222,795	290,667,757

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ALL COMPANIES

Average Price Realized per Barrel

Company	1913	1914	1915	1916	1917	1918	1919	1920	1921
Allentown	0.836	0.885	0.689	0.952	1.208	1.517	1.652	1.899	1.742
Alpha	0.837	0.823	0.715	0.871	1.238	1.570	1.614	1.957	1.697
Alma	0.840	0.843	0.722	0.920	1.228	1.510	1.610	1.831	1.646
Beth	0.824	0.831	0.693	0.951	1.220	1.557	1.667	2.218	1.723
Coplay	0.718	0.794	0.661	0.877	1.211	1.523	1.650	1.898	1.710
Dexter	0.805	0.818	0.699	0.972	1.271	1.449	1.573	1.856	1.750
Edison	0.825	0.860	0.750	0.806	1.166	1.531	1.606	1.922	1.639
Giant	0.857	0.853	0.740	0.939	1.218	1.454	1.515	1.734	1.594
Glens Falls	1.029	1.044	0.804	1.040	1.346	1.652	1.796	1.865	1.807
Hercules	0.820	0.904	0.711	0.902	1.260	1.395	1.649	1.763	1.689
Knickerbocker	0.903	0.857	0.693	0.880	1.266	1.561	1.705	1.838	1.776
Lawrence	0.804	0.813	0.750	0.984	1.239	1.577	1.690	1.810	1.712
Lehigh	0.826	0.881	0.702	0.975	1.244	1.558	1.651	1.878	1.731
Nazareth	0.755	0.835	0.693	0.962	1.252	1.565	1.641	2.124	1.765
Penn-Allen	0.817	0.820	0.718	0.850	1.080	1.430	1.515	1.822	1.717
Pennsylvania	0.815	0.826	0.679	0.895	1.214	1.602	1.693	2.202	1.895
Phoenix	0.827	0.909	0.815	1.077	1.335	1.732	1.811	2.107	1.827
Security	0.879	0.874	0.768	0.944	1.241	1.561	1.667	2.004	1.675
Vulcanite	0.838	0.855	0.721	0.946	1.227	1.539	1.637	1.911	1.711
Total									

1165

ALLENTOWN PORTLAND CEMENT COMPANYNo. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
64 725.	69 284.	68 437.	70 186.	* 60 045.	49 332.	56 833.	57 346.	60 356.

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
1.10.	0.974.	0.885.	1.97.	* 504.	* 3 14.	3 05.	6.79.	2.83.

* ESTIMATED

Deft. Ex. No. D 263 B

Alpha Portland Cement Co.

No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
570,208	352,765	317,745	305,651	268,529	195,010	176,307	263,171	199,088

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.704	0.760	0.817	1.353	3.105	3.103	2.482	6.712	2.244

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
No Record	No Record	No Record	No Record	No Record	No Record	62,153 1/2	67,071 1/2	52,850 1/2

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
No Record	No Record	No Record	No Record	No Record	No Record	No Record	No Record	No Record

Deft. Ex. No. D 263 D

Coplay Cement Manufacturing CompanyNo. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
75,113	62,144	94,506	85,839	92,492	69,374	57,132	70,769	61,914

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.882	0.651	0.607	1.362	3.704	3.485	2.707	6.203	3.661

Deft. Ex. No. D 263 E

*Dexter Portland Cement Company*No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
65,052.79	54,989.01	63,654.35	56,363.79	54,437.43	56,629.30	57,400.01	51,334.68	54,125.67

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.825	0.75	0.647	1.054	3.409	3.238	2.936	7.876	1.896

Deft. Ex. No. D 263 F

Edison Portland Cement Company

No. _____

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916*	1917	1918	1919	1920	1921
160 079	127 664	7 568	96 612	146 831	128 264	149 723	148 362	111 472

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.62	0.62	0.90	1.01	2.25	2.63	2.10	5.67	2.22

* Shut down
. . . part of Year

COAL

COAL (NET TONS) USED ANNUALLY (Slack Only)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
* Began Operation May 1 1913.	33,277.94	36,193.33	40,613.63	58,575.26	55,655.20	45,450.12	42,050.12	58,013.39	44,720.51

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

	1913	1914	1915	1916	1917	1918	1919	1920	1921
	.842	.672	.641	1.532	3.20	3.044	1.98	6.20	2.00

Deft. Ex. No. D 263 H

GLENS FALLS PORTLAND CEMENT CO.

No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
45858	44082	57656	40063	29186	22878	30914	12408	37311

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.83	0.75	0.69	1.37	2.96	3.40	2.58	5.20	2.02

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
✓	✓	✓	✓	10908	22886	27293	31324	21199

Began Operation - August 1917.

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
✓	✓	✓	✓	2.36	3.07	1.93	5.58	2.19

Began Operation - August 1917.

Deft. Ex. No. D 263 J

KNICKERBOCKER PORTLAND CEMENT CNo. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
89,543	108,792	69,880	107,482	90,164	79,035	75,285	81,474	81,601

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.816	0.879	0.603	0.718	0.411	0.168	0.100	0.019	0.084

Deft. Ex. No. D 263 K

Lawrence Portland Cement CompanyNo. 114

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
62,409.04	61,073.03	52,246.14	58,111.08	64,521.14	49,415.16	51,920.57	65,132.06	69,581.01

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
.65	.58	.63	.77	2.54	2.82	1.87	6.74	2.71

Deft. Ex. No. D 263 L

Lehigh Portland Cement CompanyNo. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
410,285	506,727	541,543	490,647	544,181	525,792	458,030	514,346	541,680

46-2-2-1-2

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.748	0.864	0.773	1.377	3.194	3.232	2.440	5.538	2.572

Deft. Ex. No. D 263 M

NAZARETH CEMENT CO.No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
43042	48868	50326	56517	55024	42890	44862	45997	51416

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
RECORDS COPY BY FIRE	RECORDS COPY BY FIRE	RECORDS COPY BY FIRE	1.44	4.15	2.95	2.02	6.77	2.40

Deft. Ex. No. D 263 N

PENN-ALLEN CEMENT COMPANY.No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
94 2.5	87 4.77	90 108	110 320	165 905	17 406	23 732	26 035	27 882

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.95	0.76	0.68	1.70	3.91	3.05	2.35	7.34	2.18

Deft. Ex. No. D 263 O

Pennsylvania Cement CompanyNo. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
82,562	78,597	86,722	87,354	69,045	50,596	58,956	57,014	67,372

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
1.06	1.00	0.90	1.87	3.73	2.63	2.21	4.85	2.30

Deft. Ex. No. D 263 P

PHOENIX PORTLAND CEMENT Co.No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919*	1920	1921
37,665	46,494	41,116	41,973	43,814	Start from	11,692	57,053	40,662

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919*	1920	1921
1.13	0.90	0.95	1.87	4.03	3.40	7.57	5.74	3.98

* Last Four Months

Deft. Ex. No. D 263 Q

*SECURITY CEMENT & LIME Co.*No. *14*

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
25751	28208	27387	31448	36585	34104	37733	41033	42965

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
0.41	0.66	0.57	1.25	2.87	2.83	1.98	4.63	2.02

Deft. Ex. No. D 263 R

Vulcanite Portland Cement Company.No. 14

COAL

COAL (NET TONS) USED ANNUALLY

1913	1914	1915	1916	1917	1918	1919	1920	1921
53,196	52,975	43,403	59,768	44,586	36,902	39,333	49,526	55,200

AVERAGE PRICE (AT MINES) PER TON OF COAL PURCHASED

1913	1914	1915	1916	1917	1918	1919	1920	1921
.67	.64	.59	1.31	2.49	2.47	2.08	6.71	1.93

Defl. Ex. No. D 264 A

ALLEN TOWN PORTLAND CEMENT COMPANY

No. 1-(111)

LABOR COST PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January							0.517.	0.447	No Production.
February							0.379	0.404	0.423.
March							0.369.	0.395	0.305.
April							0.376.	0.347	0.297.
May							0.270.	0.313	No Production.
June							0.203	0.335	0.263.
July							0.196	0.373.	0.251.
August						0.262.	0.189.	0.341.	0.241.
September						0.317.	0.196.	0.297	0.262.
October						0.267.	0.230.	0.308	0.241.
November						0.442.	0.264.	0.366.	0.196.
December						0.361.	0.341.	0.446.	0.394.
YEAR	0.128.	0.129.	0.117.	0.127.	0.189.	0.315.	0.260.	0.352.	0.278.

Labor Cost per Bbl.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.203	0.187	0.213	0.379	0.248	0.725	1.199	0.661	0.864
February	0.223	0.198	0.229	0.382	0.268	0.883	0.514	0.515	0.739
March	0.214	0.222	0.195	0.193	0.301	0.553	14.793	0.606	0.525
April	0.187	0.197	0.170	0.198	0.221	0.359	0.488	0.393	0.385
May	0.186	0.179	0.153	0.197	0.229	0.361	0.396	0.513	0.339
June	0.210	0.168	0.150	0.196	0.251	0.321	0.402	0.518	0.362
July	0.197	0.177	0.158	0.236	0.290	0.339	0.398	0.573	0.306
August	0.184	0.161	0.160	0.211	0.272	0.392	0.403	0.536	0.286
September	0.180	0.160	0.151	0.207	0.265	0.377	0.375	0.531	0.222
October	0.184	0.163	0.150	0.203	0.281	0.471	0.395	0.437	0.289
November	0.183	0.163	0.155	0.238	0.285	0.469	0.406	0.423	0.296
December	0.180	0.207	0.234	0.261	0.330	0.485	0.561	0.448	0.267
Year	0.192	0.178	0.168	0.219	0.267	0.414	0.438	0.502	0.358

Deft. Ex. No. D 264 C

The Atlas Portland Cement CompanyNo. 1-(iii)Labor Cost per barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.242	0.272	0.201	0.244	0.314	0.426	0.527	0.512	0.667
February	0.216	0.295	0.241	0.254	0.316	0.406	0.522	0.609	0.535
March	0.231	0.280	0.222	0.308	0.308	0.380	0.486	0.612	0.489
April	0.227	0.249	0.230	0.251	0.302	0.401	0.495	0.522	0.420
May	0.229	0.227	0.221	0.284	0.322	0.375	0.412	0.506	0.396
June	0.254	0.244	0.220	0.295	0.224	0.270	0.420	0.566	0.397
July	0.301	0.248	0.222	0.294	0.262	0.348	0.475	0.521	0.412
August	0.279	0.252	0.220	0.305	0.317	0.409	0.421	0.502	0.382
September	0.262	0.286	0.225	0.295	0.366	0.434	0.474	0.577	0.352
October	0.262	0.289	0.217	0.269	0.410	0.461	0.465	0.558	0.337
November	0.254	0.310	0.227	0.261	0.402	0.510	0.474	0.580	0.378
December	0.259	0.316	0.221	0.286	0.445	0.528	0.524	0.606	0.400
Year	0.249	0.268	0.229	0.280	0.350	0.420	0.482	0.565	0.400

Deft. Ex. No. D 284 D

Both Portland Cement Company

No. 1-(11)

Labor Cost

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January									0.534 M
February									0.549 M
March									0.869 M
April									0.862 M
May									0.343 M
June									0.345 M
July									0.294 M
August									0.331 M
September									0.311 M
October									0.364 M
November									0.393 M
December									0.375 M
Year									0.378 M

No Record kept

Deft. Ex. No. D 264 E

Coplay Cement Manufacturing CompanyNo. 1-(m)Labor Cost per barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.230	0.230	0.250	0.230	0.260	0.330	0.480	0.820	0.550
February	0.240	0.340	0.260	0.270	0.310	0.390	0.810	0.710	0.540
March	0.250	0.410	0.190	0.220	0.430	0.660	0.830	0.370	0.510
April	0.230	0.210	0.200	0.260	0.440	0.640	0.630	0.800	0.740
May	0.250	0.290	0.160	0.230	0.380	0.670	0.540	0.790	1.060
June	0.230	0.230	0.220	0.230	0.270	0.630	0.560	0.660	0.340
July	0.250	0.190	0.220	0.230	0.430	0.810	0.670	0.830	0.410
August	0.240	0.180	0.210	0.330	0.470	0.370	0.430	0.660	0.300
September	0.200	0.220	0.130	0.230	0.550	0.600	0.430	0.650	0.200
October	0.210	0.280	0.220	0.230	0.450	0.330	0.510	0.660	0.440
November	0.190	0.260	0.170	0.280	0.750	1.100	0.580	0.430	0.360
December	0.240	0.240	0.260	0.340	0.170	0.690	0.800	0.870	0.300
Year	0.220	0.210	0.190	0.260	0.440	0.650	0.570	0.660	0.420

Deft. Ex. No. D 264 F

Becker Portland Cement Company

No. 1-(iii)

Labor Cost

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.070	0.088	0.142	0.090	0.115	0.190	0.210	0.243	0.284
February	0.072	0.094	0.110	0.093	0.106	0.222	0.210	0.352	0.254
March	0.079	0.106	0.076	0.122	0.097	0.259	0.190	0.366	0.212
April	0.074	0.076	0.072	0.083	0.085	0.174	0.167	0.254	0.191
May	0.078	0.070	0.074	0.084	0.103	0.118	0.184	0.245	0.325
June	0.086	0.068	0.078	0.079	0.095	0.144	0.174	0.270	0.172
July	0.090	0.073	0.076	0.090	0.119	0.148	0.172	0.203	0.177
August	0.073	0.072	0.070	0.094	0.114	0.135	0.181	0.198	0.167
September	0.077	0.083	0.075	0.090	0.135	0.150	0.199	0.211	0.158
October	0.076	0.092	0.074	0.096	0.104	0.150	0.173	0.214	0.150
November	0.077	0.095	0.076	0.081	0.118	0.148	0.234	0.206	0.181
December	0.085	0.114	0.090	0.093	0.146	0.173	0.324	0.229	0.211
Year	0.078	0.083	0.080	0.090	0.109	0.153	0.195	0.238	0.197

Deft. Ex. No. D 264 G

EDISON PORTLAND CEMENT CO.

No. 1 (III)

LABOR COST PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January							0.48	0.45	SHUT DOWN
February							0.40	0.65	SHUT DOWN
March							0.42	0.49	0.47
April							0.34	0.52	0.35
May							0.31	0.47	0.36
June							0.27	0.49	0.36
July							0.32	0.48	0.34
August							0.31	0.52	0.36
September							0.33	0.53	0.31
October							0.32	0.52	0.34
November							0.85	0.45	0.26
December							0.76	0.46	0.30
YEAR AVERAGE	0.29	0.29	SHUT DOWN	0.35	0.39	0.51	0.55	0.57	0.34

NO MONTHLY FIGURES AVAILABLE

Deft. Ex. No. D 264 H

Giant Portland Cement Company

No. 1-(iii)

Labor Cost per barrel. (M.I.)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	Began	0.102	0.064	0.052	0.044	0.124	Production	0.129	No. Production
February	Operation	0.114	0.062	0.056	0.103	0.105	0.118	0.140	0.167
March	May 1	0.206	0.083	0.077	0.140	0.105	0.122	0.102	0.133
April	1913	0.150	0.061	0.063	0.100	0.184	0.093	0.182	0.119
May	0.088	0.070	0.054	0.065	0.102	0.143	0.101	0.168	0.138
June	0.082	0.067	0.062	0.074	0.121	0.165	0.096	0.164	0.130
July	0.084	0.069	0.059	0.077	0.122	0.210	0.098	0.175	0.143
August	0.077	0.059	0.059	0.084	0.131	0.184	0.099	0.160	0.131
September	0.075	0.059	0.058	0.101	0.132	0.095	0.092	0.165	0.106
October	0.073	0.062	0.058	0.092	0.124	0.104	0.090	0.183	0.103
November	0.075	0.060	0.066	0.081	0.141	0.108	0.095	0.166	0.100
December	0.075	0.061	0.062	0.107	0.120	0.121	0.119	0.107	0.104
Year	0.074	0.064	0.062	0.082	0.114	0.126	0.100	0.170	0.126

Deft. Ex. No. D 264 I

GLENS FALLS PORTLAND CEMENT Co.No. 1 (III)LABOR COST PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.277	0.240	0.106	0.143	0.203	0.222	0.357	1.234	0.546
February	0.232	0.328	0.226	0.197	0.219	0.394	0.300	378.106	0.538
March	0.305	0.286	0.365	0.238	0.550	0.338	0.337	378.106	0.600
April	0.564	0.632	0.148	0.299	0.380	0.278	0.365	0.374	0.470
May	0.250	0.243	0.137	0.224	0.192	0.250	0.353	0.345	0.405
June	0.260	0.195	0.189	0.161	0.237	0.247	0.300	0.344	0.430
July	0.241	0.273	0.137	0.163	0.189	0.297	0.318	378.106	0.443
August	0.237	0.161	0.135	0.144	0.212	0.296	0.263	378.106	0.443
September	0.264	0.314	0.205	0.148	0.212	0.294	0.287	2.026	0.460
October	0.293	0.169	0.153	0.141	0.256	0.327	0.296	1.531	0.480
November	0.255	0.188	0.160	0.210	0.242	0.335	0.351	0.677	0.468
December	0.395	0.236	0.242	0.271	0.363	0.363	0.544	0.604	0.448
Year Average	0.283	0.242	0.174	0.190	0.244	0.319	0.347	0.636	0.396

Deft. Ex. No. D 264 J Heroules Cement Corporation No. 1-(ii)Labor Cost per Barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January						No. Production	0.464	0.412	No. Production
February						No. Production	0.415	0.889	No. Production
March						0.227	0.421	0.803	0.247
April						0.429	0.359	0.441	0.313
May						0.246	0.304	0.447	0.274
June						0.231	0.259	0.441	0.266
July					0.353	0.237	0.243	0.276	0.269
August					0.471	0.213	0.261	0.481	0.296
September					0.296	0.207	0.253	0.352	0.247
October					0.279	0.319	0.263	0.481	0.168
November					0.204	0.255	0.291	0.519	0.279
December					0.216	0.452	0.341	0.492	0.433
Y.e.a.					0.382	0.306	0.311	0.466	0.293

Deft. Ex. No. D 264 K

KIEHLERBOCHER PORTLAND CEMENT CO

No. 1 (iii)

LABOR COST per Barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January		0.75d	0.711	0.196	0.248	0.327	0.282	0.398	0.454
February		0.762	No Production	0.193	0.469	0.304	0.296	0.417	No Production
March		0.431	"	0.312	0.615	0.363	No Production	0.449	0.764
April		0.219	0.138	0.256	0.194	0.229	"	0.323	0.242
May		0.171	0.129	0.216	0.202	0.204	0.219	0.367	0.241
June		0.163	0.128	0.274	0.191	0.191	0.245	0.297	0.263
July		0.167	0.130	0.193	0.183	0.177	0.283	0.315	0.304
August		0.168	No Production	0.171	0.220	0.218	0.327	0.328	No Production
September		0.169	"	0.174	0.222	0.207	0.285	0.246	0.286
October		0.165	"	0.168	0.207	0.223	0.247	0.249	0.265
November		0.188	"	0.266	0.258	0.302	0.255	0.273	0.269
December		0.179	0.161	0.267	0.258	0.314	0.312	0.303	0.277
YEAR	0.201	0.196	0.146	0.216	0.228	0.242	0.252	0.318	0.271

Deft. Ex. No. D 264 L

Lawrence Portland Cement Company

No. 1-101

Labor Cost per Barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.143	0.141	0.100	0.128	0.122	0.126	0.112	0.100	0.106
February	0.131	0.141	0.092	0.107	0.100	0.103	0.091	0.090	0.104
March	0.141	0.137	0.091	0.106	0.121	0.110	0.114	0.112	0.110
April	0.141	0.115	0.089	0.101	0.120	0.124	0.105	0.105	0.103
May	0.133	0.093	0.085	0.106	0.106	0.105	0.104	0.109	0.105
June	0.103	0.082	0.081	0.105	0.102	0.105	0.101	0.101	0.102
July	0.120	0.082	0.081	0.105	0.102	0.111	0.102	0.102	0.103
August	0.121	0.100	0.082	0.108	0.102	0.115	0.108	0.103	0.100
September	0.126	0.092	0.083	0.104	0.109	0.116	0.106	0.105	0.106
October	0.136	0.101	0.078	0.101	0.121	0.128	0.102	0.105	0.105
November	0.121	0.112	0.077	0.101	0.103	0.114	0.101	0.106	0.106
December	0.119	0.104	0.086	0.120	0.123	0.121	0.109	0.109	0.100
Year	0.121	0.105	0.109	0.109	0.117	0.104	0.103	0.107	0.103

Deft. Ex. No. D 264 M

Lehigh Portland Cement Company

No. 1-500

Labour Cost per barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.107	0.084	0.213	0.237	0.220	0.344	0.323	0.418	0.611
February	0.48	0.168	0.144	0.256	0.141	0.264	0.122	0.225	0.546
March	0.122	0.142	0.181	0.230	0.147	0.433	0.312	0.501	0.377
April	0.150	0.172	0.162	0.136	0.233	0.274	0.234	0.402	0.307
May	0.128	0.166	0.122	0.147	0.255	0.311	0.254	0.453	0.583
June	0.122	0.162	0.156	0.140	0.372	0.324	0.348	0.424	0.348
July	0.107	0.163	0.162	0.237	0.234	0.288	0.271	0.688	0.344
August	0.101	0.152	0.150	0.201	0.281	0.233	0.372	0.430	0.224
September	0.102	0.161	0.144	0.143	0.242	0.249	0.362	0.424	0.266
October	0.156	0.166	0.150	0.205	0.329	0.407	0.380	0.424	0.371
November	0.54	0.163	0.103	0.207	0.336	0.402	0.326	0.462	0.271
December	0.117	0.176	0.152	0.226	0.232	0.226	0.235	0.427	0.321
Year	0.107	0.161	0.150	0.201	0.281	0.233	0.372	0.430	0.224

Deft. Ex. No. D 264 N

HAZARETH CEMENT COMPANY

No. 1 (222)

LABOR COST PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.107	0.108	No Production	No Production	No Production	No Production	No Production	No Production	0.248
February	0.098	0.127	No Production	No Production	0.110	No Production	0.191	0.297	0.179
March	0.133	0.150	0.049	0.082	0.110	0.105	0.204	0.260	0.155
April	0.126	0.126	0.068	0.075	0.103	0.160	0.235	0.295	0.155
May	0.099	0.130	0.066	0.078	0.109	0.154	0.196	0.220	0.170
June	0.102	0.096	0.065	0.075	0.112	0.160	0.187	0.274	0.168
July	0.126	0.095	0.085	0.113	0.130	0.138	0.210	0.266	0.243
August	0.113	0.088	0.061	0.085	0.112	0.169	0.200	0.214	0.219
September	0.108	0.087	0.058	0.080	0.101	0.163	0.207	0.198	0.215
October	0.115	0.083	0.061	0.088	0.109	0.143	0.209	0.183	0.206
November	0.103	0.088	0.062	0.084	0.132	0.173	0.219	0.188	0.205
December	0.143	No Production	No Production	No Production	No Production	No Production	No Production	No Production	No Production
YEAR	0.112	0.101	0.073	0.093	0.134	0.189	0.213	0.244	0.195

Deft. Ex. No. D 284 P

Pennsylvania Cement Company

No. 1-(m)

Labor Cost per barrel.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.145	0.165	0.175	0.121	0.201	0.230	0.223	0.216	0.266
February	0.164	0.178	0.197	0.137	0.161	0.211	0.239	0.401	0.247
March	0.169	0.162	0.166	0.128	0.192	0.216	0.269	0.278	0.216
April	0.162	0.146	0.126	0.130	0.163	0.190	0.244	0.260	0.186
May	0.146	0.142	0.134	0.151	0.150	0.189	0.194	0.238	0.176
June	0.139	0.141	0.129	0.148	0.170	0.178	0.176	0.240	0.180
July	0.153	0.137	0.124	0.155	0.197	0.195	0.199	0.240	0.179
August	0.157	0.123	0.113	0.175	0.175	0.216	0.196	0.251	0.187
September	0.171	0.125	0.114	0.158	0.168	0.394	0.218	0.276	0.197
October	0.141	0.130	0.135	0.152	0.179	0.326	0.207	0.220	0.144
November	0.107	0.179	0.160	0.168	0.179	0.238	0.224	0.274	0.154
December	0.171	0.161	0.142	0.167	0.221	0.364	0.280	0.331	0.115
Year	0.144	0.145	0.136	0.144	0.178	0.231	0.220	0.260	0.191

Deft. Ex. No. D 264 Q

PHOENIX PORTLAND CEMENT COMPANY.

No. 1 (III)

LABOR COST PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	No Production	0.388	No Production	0.239	0.244			0.384	0.462
February	No Production	0.212	0.244	0.250	0.249			0.483	No Production
March	0.644	0.231	0.177	0.276	0.307			0.481	1.108
April	0.333	0.224	0.212	0.218	0.275			0.541	0.421
May	0.217	0.218	0.193	0.258	0.260			0.407	0.377
June	0.198	0.208	0.190	0.207	0.283			0.370	0.242
July	0.203	0.232	0.199	0.264	0.311			0.348	0.223
August	0.258	0.252	0.181	0.253	0.275			0.401	0.204
September	0.245	0.205	0.194	0.231	0.275		0.629	0.311	0.219
October	0.267	0.202	0.190	0.306	0.263		0.326	0.343	0.197
November	0.225	0.180	0.181	0.232	0.240		0.391	0.340	0.254
December	0.233	0.248	0.192	0.308	0.275		No Production	0.674	0.317
YEAR	0.289	0.228	0.199	0.250	0.280		0.520	0.401	0.287

DOWN
(FROM DEXTER)SHUT
(CEMENT FROM DEXTER)(BOUGHT
CEMENT FROM DEXTER)

Deft. Ex. No. D 264 R

SECURITY CEMENT & LIME CO.

No. 1131

LABOR COST PER BARREL

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.356	0.796	N. Reduction	N. Reduction	0.267	1.002	1.498	1.502	N. Reduction
February	0.231	0.210	N. Reduction	0.294	0.255	0.488	0.754	0.669	N. Reduction
March	0.245	0.254	0.182	0.194	0.308	0.288	0.354	0.441	0.378
April	0.233	0.187	0.160	0.188	0.223	0.351	0.360	0.387	0.411
May	0.202	0.192	0.151	0.206	0.226	0.383	0.394	0.408	0.374
June	0.237	0.174	0.194	0.250	0.237	0.378	0.392	0.447	0.411
July	0.187	0.170	0.157	0.207	0.268	0.417	0.375	0.439	0.336
August	0.206	0.169	0.166	0.212	0.256	0.404	0.402	0.440	0.317
September	0.274	0.188	0.166	0.198	0.290	0.391	0.379	0.476	0.361
October	0.161	0.157	0.167	0.205	0.281	0.474	0.348	0.433	0.322
November	0.233	0.173	0.198	0.202	0.277	0.426	0.408	0.425	0.279
December	0.283	0.158	0.233	0.229	0.341	0.581	0.742	0.425	0.333
Average	0.225	0.190	0.186	0.224	0.265	0.418	0.422	0.462	0.398

Deft. Ex. No. D 284 S

Volcanita Portland Cement Company

No. 1 - (iii)

Labor Cost per barrel

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	0.229	0.225	No Production	0.194	0.217	0.449	No Production	0.362	No Production
February	0.218	0.241	0.314	0.257	0.251	0.272	0.713	0.517	No Production
March	0.216	0.245	0.200	0.204	0.317	0.364	0.516	1.033	0.441
April	0.208	0.215	0.184	0.213	0.266	0.263	0.319	0.524	0.375
May	0.214	0.185	0.188	0.224	0.232	0.333	0.371	0.444	0.351
June	0.200	0.189	0.207	0.258	0.331	0.364	0.362	0.428	0.366
July	0.207	0.186	0.224	0.289	0.352	0.392	0.316	0.713	0.312
August	0.196	0.175	0.132	0.239	0.336	0.287	0.322	0.472	0.342
September	0.205	0.168	0.175	0.330	0.312	0.464	0.333	0.675	0.421
October	0.210	0.174	0.208	0.240	0.412	0.326	0.350	0.479	0.346
November	0.221	0.191	0.201	0.246	0.472	0.560	0.363	0.501	0.316
December	0.215	0.145	0.223	0.300	0.606	0.722	0.587	0.663	0.377
Year	0.213	0.145	0.201	0.241	0.333	0.423	0.401	0.561	0.364

ALL COMPANIES

YEAR 1913.

No. 1 (III)

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	—	—	—	NO ACCURATE MONTHLY FIGURES AVAILABLE PRIOR 1918	—	—	—	—	—	—	—	—	0.128
Alpha	0.203	0.223	0.214	0.187	0.186	0.210	0.197	0.184	0.180	0.184	0.183	0.180	0.192
Atlas	0.243	0.236	0.231	0.227	0.229	0.254	0.301	0.279	0.262	0.263	0.254	0.259	0.249
Bah	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS
Coplay	0.230	0.220	0.230	0.230	0.250	0.240	0.250	0.240	0.200	0.210	0.190	0.240	0.220
Dezser	0.078	0.072	0.079	0.074	0.078	0.086	0.090	0.073	0.077	0.076	0.077	0.085	0.078
Edison	—	—	—	—	NO MONTHLY FIGURES AVAILABLE	—	—	—	—	—	—	—	0.28
Giant	—	—	—	—	0.088	0.082	0.089	0.077	0.075	0.073	0.075	0.075	0.077
Glens Falls	0.277	0.232	0.305	0.364	0.250	0.260	0.297	0.237	0.264	0.293	0.255	0.395	0.283
Hercules	—	—	—	—	BEGAN OPERATIONS	—	—	—	—	—	—	—	—
Kitcherbocker	—	—	—	—	NO MONTHLY DATA AVAILABLE	—	—	—	—	—	—	—	0.201
Lawrence	0.149	0.138	0.141	0.143	0.133	0.147	0.140	0.153	0.146	0.136	0.133	0.119	0.161
Lehigh	0.147	0.148	0.152	0.150	0.148	0.149	0.147	0.151	0.140	0.156	0.154	0.197	0.171
Nazareth	0.107	0.098	0.133	0.126	0.099	0.102	0.126	0.113	0.108	0.115	0.103	0.143	0.112
Penn-Allen	—	0.194	0.160	0.164	0.159	0.159	0.162	0.164	0.164	0.160	0.162	0.181	0.170
Pennsylvania	0.195	0.168	0.169	0.162	0.146	0.159	0.153	0.157	0.171	0.141	0.147	0.171	0.154
Phoenix	—	—	0.694	0.333	0.217	0.198	0.203	0.258	0.295	0.267	0.225	0.233	0.289
Security	0.356	0.231	0.245	0.233	0.202	0.237	0.187	0.206	0.274	0.161	0.233	0.283	0.235
Vulcanite	0.239	0.218	0.216	0.208	0.214	0.200	0.207	0.196	0.205	0.218	0.248	0.215	0.213
Total	0.203	0.196	0.203	0.195	0.185	0.191	0.193	0.192	0.185	0.185	0.186	0.205	0.198

Def. Ex. No. D 265 B

ALL COMPANIES

No. 1 (III)

YEAR 1914

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	---	---	---	---	NO ACCURATE MONTHLY FIGURES AVAILABLE	---	---	---	---	---	---	---	0.129
Alpha	0.187	0.198	0.222	0.197	0.179	0.168	0.177	0.161	0.160	0.163	0.163	0.207	0.178
Atlas	0.272	0.295	0.280	0.248	0.237	0.244	0.248	0.253	0.286	0.289	0.310	0.316	0.268
Bath	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS
Copley	0.230	0.380	0.410	0.210	0.200	0.230	0.190	0.170	0.220	0.200	0.200	0.240	0.210
Dexter	0.088	0.094	0.106	0.076	0.070	0.068	0.073	0.072	0.083	0.092	0.095	0.114	0.083
Edison	---	---	---	---	NO MONTHLY FIGURES AVAILABLE	---	---	---	---	---	---	---	0.287
Giant	0.102	0.119	0.206	0.100	0.070	0.067	0.069	0.059	0.059	0.062	0.060	0.068	0.089
Glens Falls	0.240	0.328	0.286	0.632	0.243	0.195	0.273	0.161	0.214	0.169	0.188	0.236	0.242
Hercules	---	---	---	---	---	OPERATIONS	AUGUST 1917	---	---	---	---	---	---
Knickerbocker	0.254	0.262	0.431	0.219	0.171	0.163	0.167	0.168	0.169	0.165	0.188	0.179	0.196
Lawrence	0.141	0.147	0.137	0.115	0.093	0.097	0.097	0.100	0.094	0.101	0.112	0.124	0.135
Lehigh	0.084	0.168	0.192	0.172	0.166	0.162	0.163	0.152	0.161	0.156	0.163	0.176	DATA NOT AVAILABLE
Nearsth	0.108	0.127	0.150	0.126	0.130	0.096	0.095	0.088	0.087	0.083	0.088	NO RECORDS	0.101
Penn-Allen	NO RECORDS	0.167	0.189	0.189	0.159	0.161	0.160	0.159	0.159	0.160	0.153	0.148	0.180
Pennsylvania	0.165	0.178	0.162	0.146	0.142	0.141	0.137	0.123	0.125	0.135	0.179	0.141	0.145
Phoenix	0.388	0.212	0.231	0.224	0.218	0.208	0.232	0.252	0.205	0.202	0.180	0.248	0.228
Security	0.796	0.210	0.254	0.187	0.192	0.174	0.170	0.169	0.188	0.157	0.173	0.158	0.190
Vulcanite	0.225	0.241	0.262	0.215	0.185	0.189	0.186	0.175	0.168	0.174	0.198	0.245	0.195
Total	0.198	0.219	0.244	0.202	0.179	0.175	0.177	0.165	0.169	0.166	0.178	0.207	0.190

YEAR 1915

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown				NO ACCURATE MONTHLY FIGURES AVAILABLE				ABLE PRIOR AUGUST 1, 1915					0.117
Alpha	0.213	0.229	0.195	0.170	0.153	0.150	0.158	0.160	0.151	0.150	0.155	0.234	0.168
Atlas	0.301	0.241	0.223	0.230	0.221	0.220	0.232	0.220	0.225	0.217	0.227	0.221	0.229
Bath	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS
Coplay	0.250	0.210	0.190	0.200	0.180	0.200	0.200	0.210	0.190	0.200	0.170	0.200	0.190
Dexter	0.142	0.110	0.076	0.072	0.074	0.078	0.076	0.070	0.075	0.074	0.076	0.090	0.080
Edition				NO MONTHLY FIGURES AVAILABLE									SWIFT NO. 14
Giant	0.064	0.062	0.083	0.061	0.069	0.062	0.054	0.054	0.058	0.058	0.066	0.062	0.062
Glens Falls	0.106	0.226	0.365	0.148	0.137	0.189	0.137	0.135	0.205	0.153	0.160	0.242	0.174
Hercules					BEGAN OPERATIONS	AUGUST 1917							
Knickbocker	0.211	NO PRODUCTION	NO PRODUCTION	0.138	0.129	0.128	0.130	NO PRODUCTION	NO PRODUCTION	NO PRODUCTION	NO PRODUCTION	0.161	0.146
Lawrence	0.100	0.097	0.092	0.089	0.085	0.081	0.081	0.084	0.083	0.078	0.077	0.082	0.109
Lehigh	0.212	0.214	0.181	0.162	0.154	0.156	0.162	0.150	0.149	0.154	0.148	0.184	DATA NOT AVAILABLE
Nazareth	NO PRODUCTION	NO PRODUCTION	0.099	0.068	0.066	0.065	0.085	0.061	0.058	0.061	0.062	NO PRODUCTION	0.073
Penn-Allen	NO PRODUCTION	0.158	0.134	0.132	0.129	0.135	0.133	0.140	0.149	0.145	0.148	0.244	0.158
Pennsylvania	0.175	0.197	0.166	0.126	0.134	0.129	0.124	0.113	0.114	0.135	0.140	0.142	0.136
Phoenix	NO PRODUCTION	0.244	0.177	0.212	0.193	0.190	0.199	0.181	0.194	0.190	0.181	0.192	0.199
Security	NO PRODUCTION	NO PRODUCTION	0.182	0.160	0.151	0.194	0.157	0.166	0.166	0.167	0.198	0.233	0.186
Vulcanite	NO PRODUCTION	0.314	0.200	0.182	0.188	0.207	0.234	0.190	0.175	0.201	0.201	0.233	0.201
Total	0.226	0.210	0.182	0.166	0.157	0.158	0.162	0.159	0.160	0.160	0.268	0.192	0.169

Deft. Ex. No. D 265 D

ALL COMPANIES

No. 1 (III)

YEAR 1916

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allenstown	---	---	---	NO ACCURATE MONTHLY FIGURES AVAILABLE PRIOR AUGUST 1, 1916	---	---	---	---	---	---	---	---	0.127
Alpha	0.379	0.382	0.193	0.198	0.197	0.196	0.236	0.211	0.207	0.203	0.238	0.261	0.219
Atlas	0.244	0.254	0.308	0.281	0.284	0.295	0.284	0.308	0.285	0.269	0.266	0.286	0.280
Bath	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS
Copley	0.230	0.270	0.250	0.250	0.230	0.230	0.290	0.350	0.290	0.290	0.280	0.340	0.260
Dexter	0.090	0.093	0.122	0.083	0.084	0.079	0.090	0.094	0.090	0.096	0.081	0.093	0.090
Edison	---	---	---	NO MONTHLY FIGURES AVAILABLE	---	---	---	---	---	---	---	---	0.35
Giant	0.062	0.056	0.077	0.068	0.065	0.074	0.077	0.086	0.101	0.092	0.088	0.107	0.082
Gleason Falls	0.143	0.197	0.238	0.299	0.224	0.161	0.163	0.194	0.148	0.141	0.210	0.271	0.190
Hercules	---	---	---	---	BEGAN OPERATIONS AUGUST 1917	---	---	---	---	---	---	---	---
Knickerbocker	0.196	0.193	0.312	0.256	0.216	0.274	0.193	0.171	0.174	0.168	0.266	0.267	0.216
Lawrence	0.145	0.157	0.216	0.151	0.136	0.135	0.165	0.148	0.134	0.151	0.131	0.170	0.199
Lehigh	0.237	0.256	0.220	0.186	0.197	0.190	0.227	0.201	0.193	0.205	0.207	0.226	DATA NOT AVAILABLE
Nazareth	NO PRODUCTION	NO PRODUCTION	0.082	0.075	0.078	0.075	0.113	0.085	0.080	0.088	0.084	NO PRODUCTION	0.093
Penn-Allen	0.220	0.161	0.202	0.165	0.181	0.187	0.191	0.183	0.187	0.182	0.180	0.195	0.178
Pennsylvania	0.121	0.137	0.128	0.130	0.151	0.148	0.155	0.175	0.158	0.152	0.168	0.167	0.149
Phoenix	0.239	0.250	0.276	0.218	0.258	0.207	0.264	0.253	0.231	0.306	0.232	0.308	0.250
Security	NO PRODUCTION	0.294	0.194	0.188	0.206	0.250	0.207	0.212	0.198	0.205	0.202	0.229	0.224
Vulcanite	0.194	0.227	0.204	0.213	0.224	0.228	0.289	0.299	0.330	0.240	0.246	0.300	0.248
Total	0.216	0.230	0.219	0.200	0.198	0.221	0.221	0.216	0.208	0.205	0.213	0.247	0.216

YEAR 1917

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Albion	0.248	0.268	0.301	0.221	0.229	0.251	0.290	0.272	0.265	0.281	0.285	0.330	0.189
Albion	0.314	0.316	0.308	0.302	0.322	0.334	0.362	0.387	0.386	0.410	0.402	0.445	0.350
Adrian	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS
Bath	0.360	0.820	0.430	0.460	0.360	0.370	0.420	0.470	0.520	0.420	0.720	0.170	0.480
Conkey	0.115	0.106	0.097	0.085	0.103	0.095	0.119	0.114	0.135	0.104	0.118	0.146	0.109
Detroit	---	---	---	---	---	---	---	---	---	---	---	---	---
Edison	0.099	0.103	0.140	0.100	0.102	0.121	0.122	0.131	0.132	0.129	0.141	0.120	0.119
Giant	0.203	0.289	0.550	0.380	0.192	0.237	0.189	0.212	0.212	0.256	0.242	0.363	0.244
Glenn Falls	0.248	0.469	0.615	0.194	0.202	0.191	0.163	0.220	0.222	0.207	0.258	0.258	0.228
Hercules	0.202	0.300	0.233	0.170	0.142	0.152	0.182	0.187	0.189	0.172	0.193	0.232	0.237
Kuipersbocker	0.230	0.241	0.247	0.233	0.255	0.272	0.289	0.281	0.292	0.309	0.336	0.393	0.264
Lawrence	NO RECORDS	0.110	0.110	0.103	0.109	0.112	0.130	0.112	0.101	0.109	0.132	NO RECORDS	0.134
Lehigh	0.250	0.203	0.197	0.182	0.190	0.201	0.200	0.202	0.213	0.221	0.221	0.300	0.213
Nashua	0.201	0.161	0.192	0.163	0.150	0.170	0.197	0.175	0.168	0.179	0.179	0.221	0.178
Penn-Allen	0.244	0.249	0.307	0.275	0.260	0.283	0.311	0.275	0.275	0.263	0.290	0.275	0.280
Pennsylvania	0.267	0.255	0.308	0.223	0.226	0.237	0.268	0.256	0.290	0.281	0.277	0.341	0.265
Phoenix	0.387	0.251	0.317	0.266	0.272	0.331	0.352	0.336	0.322	0.412	0.470	0.606	0.333
Security	0.263	0.270	0.277	0.240	0.242	0.254	0.280	0.280	0.279	0.285	0.305	0.344	0.279
Vulcanite	---	---	---	---	---	---	---	---	---	---	---	---	---
Total	1207	1207	1207	1207	1207	1207	1207	1207	1207	1207	1207	1207	1207

ALL COMPANIES

YEAR 1918

No. 1 (III)

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	NO ACCURATE MONTHLY FIGURES AVAILABLE						1, 1918	0.262	0.317	0.267	0.442	0.361	0.315
Alpha	0.725	0.813	0.532	0.359	0.361	0.321	0.339	0.392	0.377	0.471	0.469	0.485	0.414
Atlas	0.426	0.406	0.380	0.401	0.375	0.370	0.398	0.409	0.434	0.461	0.510	0.528	0.420
Beth	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD
Coplay	0.730	0.890	0.660	0.640	0.670	0.530	0.510	0.340	0.600	0.690	1.100	0.690	0.650
Dexter	0.190	0.222	0.259	0.174	0.118	0.144	0.148	0.135	0.150	0.150	0.148	0.173	0.153
Edison	—	—	—	NO MONTHLY FIGURES AVAILABLE	—	—	—	—	—	—	—	—	0.51
Giant	0.104	0.105	0.105	0.189	0.143	0.165	0.210	0.189	0.095	0.109	0.108	0.121	0.146
Glen Falls	0.522	0.394	0.338	0.278	0.250	0.247	0.297	0.296	0.294	0.327	0.335	0.363	0.319
Hercules	NO RECORD	NO RECORD	0.227	0.429	0.296	0.231	0.237	0.283	0.307	0.319	0.255	0.452	0.306
Knickbocker	0.327	0.304	0.363	0.229	0.204	0.191	0.177	0.218	0.207	0.223	0.302	0.314	0.242
Lawrence	1.576	0.263	0.280	0.174	0.185	0.145	0.171	0.195	0.216	0.248	0.224	0.231	0.284
Lubigh	0.394	0.364	0.422	0.379	0.318	0.324	0.328	0.333	0.349	0.407	0.395	0.346	0.357
Namuth	NO RECORD	NO RECORD	0.105	0.160	0.154	0.160	0.138	0.169	0.163	0.143	0.173	NO RECORD	0.189
Penn-Allen	NO RECORD	NO RECORD	0.251	0.251	0.211	0.211	0.224	0.227	0.263	0.305	0.308	0.334	0.312
Pennsylvania	0.230	0.211	0.216	0.190	0.189	0.178	0.195	0.216	0.394	0.326	0.238	0.364	0.231
Phoenix	—	—	—	—	SEPT. 1918 BOUGHT CEMENT FROM DEATER	—	—	—	—	—	—	—	—
Security	1.002	0.488	0.288	0.351	0.383	0.378	0.417	0.404	0.391	0.474	0.426	0.581	0.418
Vulcanite	0.489	0.370	0.364	0.368	0.383	0.354	0.390	0.387	0.454	0.776	0.560	0.772	0.423
Total	0.468	0.414	0.365	0.344	0.315	0.301	0.317	0.325	0.352	0.388	0.405	0.429	0.368

ALL COMPANIES

YEAR 1919

No. 1 (III)

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allenstown	0.517	0.379	0.369	0.376	0.270	0.203	0.196	0.189	0.196	0.230	0.264	0.341	0.260
Alpha	1.189	0.514	14.793	0.488	0.396	0.402	0.398	0.403	0.375	0.395	0.406	0.561	0.438
Alma	0.527	0.522	0.486	0.495	0.483	0.490	0.475	0.431	0.474	0.465	0.474	0.524	0.482
Beth	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD	NO RECORD
Caplay	0.890	0.810	0.590	0.690	0.540	0.560	0.580	0.570	0.530	0.510	0.580	0.800	0.580
Dexter	0.210	0.210	0.190	0.167	0.184	0.174	0.172	0.181	0.199	0.173	0.234	0.324	0.153
Edison	0.48	0.40	0.42	0.39	0.31	0.27	0.32	0.31	0.33	0.32	0.85	0.76	0.56
Giant	NO PRODUCTION	0.118	0.122	0.098	0.101	0.046	0.098	0.099	0.092	0.090	0.095	0.119	0.100
Glens Falls	0.357	0.300	0.337	0.305	0.353	0.300	0.318	0.283	0.287	0.296	0.351	0.544	0.347
Hercules	0.464	0.415	0.431	0.359	0.304	0.259	0.293	0.261	0.253	0.263	0.291	0.341	0.311
Knickerbocker	0.282	0.296	NO PRODUCTION	NO PRODUCTION	0.289	0.245	0.253	0.327	0.285	0.247	0.255	0.378	0.282
Lawrence	0.282	0.791	0.364	0.245	0.244	0.228	0.192	0.228	0.206	0.184	0.191	0.249	0.303
Lehigh	0.353	0.322	0.335	0.339	0.329	0.344	0.378	0.370	0.362	0.380	0.346	0.335	0.355
Nazareth	NO PRODUCTION	0.191	0.204	0.235	0.196	0.187	0.210	0.200	0.207	0.209	0.219	NO PRODUCTION	0.213
Penn. Allen	NO PRODUCTION	0.264	0.232	0.235	0.264	0.239	0.239	0.209	0.259	0.244	0.253	0.506	0.274
Pennsylvania	0.223	0.239	0.269	0.244	0.194	0.176	0.199	0.196	0.218	0.217	0.224	0.280	0.220
Phoenix	SHUT DOWN UNTIL	SEPT. 1919	BOUGHT CEMENT FROM DEXTER	—	—	—	—	—	0.629	0.326	0.391	NO PRODUCTION	0.520
Security	1.498	0.754	0.354	0.360	0.394	0.392	0.375	0.402	0.379	0.348	0.408	0.742	0.422
Vulcanite	NO PRODUCTION	0.718	0.516	0.389	0.371	0.362	0.386	0.392	0.393	0.350	0.368	0.587	0.401
Total	0.446	0.405	0.418	0.377	0.347	0.340	0.353	0.349	0.358	0.349	0.369	0.441	0.384

Deft. Ex. No. D 265 H

ALL COMPANIES

YEAR 1920

No. 1 (III)

LABOR COST PER BARREL

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	0.447	0.404	0.395	0.347	0.313	0.335	0.373	0.341	0.297	0.308	0.366	0.446	0.352
Alpha	0.661	0.515	0.606	0.393	0.513	0.518	0.573	0.536	0.531	0.437	0.423	0.448	0.502
Atlas	0.512	0.609	0.612	0.533	0.506	0.566	0.571	0.553	0.577	0.568	0.580	0.606	0.565
Bath	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS	NO RECORDS
Coplay	0.820	0.710	0.870	0.800	0.790	0.640	0.530	0.640	0.650	0.560	0.590	0.870	0.660
Dexter	0.243	0.352	0.366	0.254	0.245	0.270	0.203	0.198	0.211	0.214	0.206	0.229	0.238
Edison	0.45	0.65	0.89	0.52	0.47	0.49	0.48	0.52	0.53	0.52	0.45	0.46	0.57
Giant	0.129	0.140	0.142	0.187	0.168	0.169	0.175	0.180	0.165	0.183	0.166	0.207	0.182
Glens Falls	1.234	STRINE	STRINE	0.374	0.345	0.344	STRINE	STRINE	2.026	1.531	0.677	0.604	0.655
Hercules	0.412	0.889	0.803	0.443	0.497	0.441	0.376	0.401	0.352	0.481	0.519	0.493	0.466
Knickerbocker	0.398	0.417	0.449	0.323	0.367	0.297	0.385	0.328	0.246	0.249	0.273	0.303	0.318
Lawrence	0.304	0.574	0.389	0.305	0.349	0.263	0.282	0.303	0.265	0.256	0.286	0.279	0.389
Lehigh	0.415	0.495	0.501	0.462	0.453	0.439	0.688	0.439	0.444	0.444	0.466	0.497	0.456
Nazareth	NO RECORDS	0.297	0.260	0.295	0.220	0.274	0.266	0.214	0.198	0.183	0.188	NO RECORDS	0.244
Pine-Allen	0.294	0.370	0.349	0.288	0.305	0.315	0.539	0.338	0.304	0.289	0.284	0.469	0.324
Pennsylvania	0.216	0.401	0.278	0.260	0.228	0.240	0.240	0.251	0.276	0.220	0.274	0.331	0.260
Phoenix	0.384	0.483	0.481	0.541	0.407	0.370	0.348	0.401	0.311	0.343	0.340	0.679	0.401
Security	1.502	0.669	0.441	0.387	0.408	0.447	0.439	0.440	0.476	0.433	0.425	0.425	0.462
Volante	0.560	0.517	1.033	0.592	0.462	0.498	0.783	0.472	0.575	0.479	0.508	0.548	0.541
Total	0.467	0.530	0.542	0.442	0.440	0.439	0.484	0.442	0.442	0.422	0.432	0.491	0.464

ALL COMPANIES

No. 1 (III)

YEAR 1921

LABOR COST PER BARREL

2204

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	no production 0.864	0.423	0.305	0.297	no production 0.339	0.263	0.251	0.241	0.262	0.241	0.196	0.334	0.278
Alpha	0.667	0.555	0.489	0.420	0.396	0.397	0.413	0.383	0.352	0.337	0.378	0.405	0.404
Arlas	0.584	0.549	0.469	0.362	0.343	0.345	0.294	0.331	0.311	0.364	0.393	0.375	0.378
Beth	0.550	0.540	0.500	0.740	1.020	0.340	0.470	0.300	0.300	0.290	0.320	0.300	0.420
Coplay	0.284	0.254	0.212	0.191	0.325	0.172	0.177	0.167	0.158	0.150	0.181	0.211	0.190
Dexter	no production 0.167	0.167	0.47	0.35	0.36	0.36	0.34	0.36	0.31	0.34	0.26	0.30	0.34
F. Jones	0.133	0.119	0.138	0.130	0.147	0.131	0.106	0.103	0.109	0.126	0.109	0.109	0.126
Giant	0.546	0.538	0.600	0.470	0.405	0.430	0.443	0.443	0.460	0.480	0.468	0.448	0.396
Herricks	no production 0.254	no production 0.247	0.247	0.313	0.274	0.266	0.269	no production 0.296	0.247	0.168	0.279	0.433	0.293
Knickerbocker	0.595	0.334	0.414	0.422	0.265	0.227	0.239	0.250	0.246	0.255	0.240	0.250	0.283
Laurance	0.668	0.546	0.377	0.347	0.288	0.294	0.304	0.279	0.286	0.271	0.271	0.321	0.315
Lehigh	0.248	0.179	0.155	0.155	0.170	0.168	0.243	0.219	0.215	0.206	0.205	no production	0.195
Nazareth	0.333	0.251	0.213	0.211	0.209	0.220	0.220	0.199	0.209	0.181	0.257	0.230	0.231
Piqua-Allen	0.266	0.241	0.216	0.186	0.186	0.180	0.179	0.187	0.197	0.149	0.154	0.185	0.191
Tenafly	no production 0.462	no production 1.108	0.378	0.421	0.377	0.242	0.223	0.204	0.219	0.197	0.254	0.317	0.287
Phoenix	no production 0.378	no production 0.441	0.378	0.411	0.374	0.411	0.336	0.317	0.361	0.322	0.279	0.333	0.398
S. Italy	no production 0.441	no production 0.390	0.441	0.375	0.358	0.366	0.382	0.362	0.343	0.346	0.334	0.317	0.354
Vulcanite	0.492	0.428	0.340	0.349	0.314	0.308	0.309	0.292	0.281	0.279	0.284	0.317	0.322

ALL COMPANIES PRODUCTION (BARRELS)

Company	1913	1914	1915	1916	1917	1918	1919	1920	1921
Allentown	771816	855324	863866	820829	739857	411231	607046	573441	664431
Alpha	5348918	5453915	5175839	4276166	4342517	3086584	2920077	41331516	3058444
Ailes	6437321	5662495	6250619	6120813	6499903	5650141	6266034	4912360	5468262
Bath	762177	546863	625993	533825	570450	446265	806170	827800	175800
Coglar	1304623	1103168	1722577	1323423	1161516	999031	419970	1102168	1035673
Dexter	326124	742802	874195	790039	747400	747500	837700	715400	802900
Edison	1649994	1296674	see down	870585	1383481	1159045	1403758	1500000	1571479
Giant	6311971	756087	828158	1012881	1021890	121723	147700	1012315	906255
Glens Falls	572253	588241	720612	679440	552714	509847	544304	223390	697590
Hercules	—	868 OPERATIONS	AUGUST	1917	160394	402125	597812	534765	520401
Knickbocker	1004304	1136710	655944	1004014	958338	834801	790727	948951	1025473
Laverton	1379116	1323450	1252499	1250151	1398785	1089645	1249500	1464930	1584100
Lehigh	4545290	5389749	5923789	5295085	5080210	4719717	4422283	5854644	5923291
Nazareth	435050	948040	1017645	1214997	984530	805795	922510	948470	1066050
Penn-Allen	650009	634600	643000	681000	690500	448000	594000	620000	660000
Pennsylvania	907300	910900	1128800	1158500	1158500	968300	1122100	1159000	1394000
Phoenix	406254	558560	597939	541290	554475	3863	127876	647973	738246
Security	568373	592244	591392	625533	715048	591131	697216	774021	769241
Vulcanite	1323188	1313664	1084614	1443710	1066395	912192	976427	1207169	1261861
Total	30524516	29887346	30242594	29798014	29797695	24726993	27237344	31840193	29966282

Alpha Portland Cement CompanyHourly Rates of Labor:

	1913	1914	1915	1916	1917	1918	1919	1920	1921
January	.1982	.2025	.2052	.2180	.2734	.3211	.4434	.4337	.4442
February	.1997	.2029	.2088	.2238	.2748	.3331	.4404	.4703	.4390
March	.1998	.2023	.2033	.2228	.2775	.3239	.3980	.4666	.4285
April	.2025	.2006	.2035	.2245	.2865	.3480	.3922	.4749	.4184
May	.2014	.2000	.2013	.2420	.2963	.3617	.3892	.5149	.4159
June	.2012	.1998	.2017	.2420	.2951	.3617	.3941	.5160	.4196
July	.1985	.2035	.2032	.2445	.2934	.3650	.3977	.5177	.4202
August	.1995	.1998	.2028	.2463	.2941	.4025	.4322	.5143	.4006
September	.2008	.1995	.2066	.2545	.2967	.4070	.4320	.5161	.3805
October	.2000	.2012	.2075	.2544	.3180	.4381	.4320	.5218	.3757
November	.2003	.2018	.2053	.2557	.3182	.4351	.4369	.5174	.3412
December	.2023	.2045	.2037	.2775	.3226	.4430	.4431	.5186	.3365
	.2003	.2013	.2041	.2416	.2958	.3784	.4192	.4998	.4029

1213

Albion Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	142,987.43.	51,809.55.	6.	0. 0603.
1914	139,738.04.	67,260.13.	6.	0. 0830.
1915	130,806.68.	63,132.93.	7.	0. 0695.
1916	124,819.14.	69,050.10.	12.	0. 0865.
1917	160,699.95.	66,157.03.	12.	0. 0952.
1918	161,339.71.	47,882.25.	13.	0. 1130.
1919	207,307.56.	98,028.98.	13.	0. 1506.
1920	259,925.04.	83,054.34.	11.	0. 1527.
1921	236,432.08.	82,073.98.	11.	0. 1262.

Alpha Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	135,982.55	199,460.68	32	0.0359
1914	1200,640.14	235,352.44	32	0.0444
1915	855,359.51	267,672.83	34	0.0519
1916	961,254.09	293,309.46	37	0.0698
1917	1,106,828.31	378,399.15	39	0.0645
1918	1,219,026.19	244,700.51	34	0.0817
1919	1,149,990.15	263,344.71	41	0.0634
1920	2,015,616.97	312,200.90	39	0.0732
1921	1,083,663.09	381,420.08	35	0.1305

The Ottos Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE * (Salemans Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salemans Employed	SELLING EXPENSE per Barrel shipped *	
1913	202900.75	234182.73	26	0.0332	
1914	1800657.39	251449.20	25	0.0443	
1915	1615042.53	278260.27	27	0.0486	
1916	1865277.20	500140.88	38	0.0733	
1917	2608751.23	554841.72	39	0.0812	
1918	3104799.17	514352.90	36	0.0969	
1919	3626943.34	803255.57	51	0.1200	
1920	4884230.23	684348.87	42	0.0984	
1921	2671760.38	777336.65	50	0.1482	

* Fiscal Year Ending Oct 31

• For Fourteen Months

• Calendar Year

Beth Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salary	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	154,244.30	No Records	No Records	No Records
1914	118,110.74	No Records	No Records	No Records
1915	110,815.26	No Records	No Records	No Records
1916	137,844.43	No Records	No Records	No Records
1917	176,882.71	No Records	No Records	No Records
1918	181,272.30	No Records	No Records	No Records
1919	291,321.84	95,575.51	11	0.1108
1920	370,275.44	106,837.90	10	0.1384
1921	326,305.36	123,228.30	14	0.1429

Coplay Cement Manufacturing Co.

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	291,566.81	27,020.02	8	0.028
1914	236,806.31	50,528.62	12	0.045
1915	324,240.89	89,820.51	19	0.052
1916	302,280.74	122,714.02	17	0.093
1917	568,470.71	127,492.02	16	0.104
1918	600,277.02	101,180.20	14	0.101
1919	578,247.24	93,429.21	14	0.094
1920	737,251.76	88,862.89	13	0.081
1921	425,709.37	87,442.25	13	0.084

Bexter Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL, that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	140 203.42	59 370.21	Output sold thru Selling Agents.	0.0703
1914	124 079.93	60 553.34	as above	0.0811
1915	119 229.08	80 368.48	9	0.0874
1916	126 235.41	79 397.54	10	0.0981
1917	140 999.34	77 641.63	8	0.1026
1918	186 424.71	82 487.37	8	0.1038
1919	249 700.36	119 035.78	9	0.1279
1920	299 817.39	86 956.71	8	0.1228
1921	270 215.27	114 208.28	8	0.1231

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Edison Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salaries, Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	468703.39	133325.70		0.09
1914	357707.38	174670.25		0.14
1915†	91960.19	40205.08		0.18
1916‡	327379.95	134247.31		0.18
1917	576920.67	180906.60		0.15
1918	739488.54	216507.94		0.19
1919	498432.85	244336.34	30	0.14
1920	1054620.54	232717.23	23	0.17
1921	676761.41	271888.61	22	0.17

† Shut Down

‡ Shut Down First Three Months

Giant Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Officers, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel ¹ shipped
1913	\$ 160,041.76	43,493.19	15	0.080
1914	165,341.30	66,284.82	15	0.077
1915	154,356.80	63,309.93	17	0.074
1916	174,641.46	82,339.40	14	0.086
1917	300,707.33	81,004.63	31	0.076
1918	333,723.05	63,463.17	16	0.073
1919	405,614	80,327.70	15	0.094
1920	471,867.80	79,903.00	18	0.078
1921	598,134.06	112,713.53	26	0.112

* Expt. 10000

Glen Falls Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL due to wages including salaries	TOTAL SELLING EXPENSE (Salaries, Salaries and Expenses Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per barrel shipped
1913	174,521.27	109,063.32	2	0.020
1914	168,421.33	131,475.55	2	0.026
1915	173,313.53	164,690.03	3	0.025
1916	169,767.34	22,338.40	3	0.025
1917	185,903.59	28,140.95	4	0.041
1918	219,323.63	31,173.09	4	0.036
1919	243,166.57	27,454.56	4	0.055
1920	204,276.93	28,599.32	4	0.074
1921	360,463.98	31,406.47	4	0.059

Marble Cement Corporation

SELLING EXPENSE & PAYROLL

Year	PAYROLL due to Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	* SELLING EXPENSE per barrel shipped
1913				
1914				
1915				*
1916				
* 1917	66,924.61	31,293.47	9	0.276
1918	139,318.52	51,111.88	10	0.116
1919	214,882.82	74,496.18	8	0.123
1920	288,976.23	83,959.63	11	0.162
1921	197,602.69	89,071.79	10	0.174

* Began Operation - August

Kaiser-Boelter Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	281 763.86	47 510.81	3	0.1073
1914	261 036.46	112 990.28	6	0.1047
1915	209 143.89	107 255.86	6	0.1290
1916	254 280.06	131 412.85	6	0.1439
1917	266 597.44	166 235.84	6	0.1726
1918	255 416.30	171 596.18	6	0.2068
1919	325 239.63	180 435.55	7	0.2264
1920	412 345.20	197 686.37	9	0.2043
1921	366 284.86	242 212.70	10	0.2419

LAWRENCE PORTLAND CEMENT CO.

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salaries, Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	322,421.15.	101,423.04.	10.	0.075.
1914	246,081.68.	102,454.30.	10.	0.080.
1915	205,651.65.	111,791.81.	9.	0.077.
1916	270,138.72.	122,680.36.	11.	0.087.
1917	348,241.69.	149,796.12.	12.	0.111.
1918	299,664.39.	135,444.75.	11.	0.117.
1919	360,265.44.	167,530.98.	11.	0.135.
1920	356,169.38.	148,867.44.	12.	0.101.
1921	430,096.71.	224,782.12.	14.	0.141.

Lehigh Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL (See to Wages including Salaries)	TOTAL SELLING EXPENSE (Salaries, Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	923,371.06	288,880.40	31	0.063
1914	1,176,463.71	438,133.14	41	0.080
1915	1,280,810.63	473,604.28	44	0.081
1916	1,484,003.43	477,341.31	41	0.076
1917	1,840,316.43	430,544.73	39	0.081
1918	2,240,404.18	493,443.64	33	0.112
1919	2,802,686.35	667,747.06	51	0.134
1920	3,604,338.46	680,484.33	49	0.114
1921	4,034,645.08	696,423.00	50	0.121

Nazareth Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salemans Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salemans Employed	SELLING EXPENSE per Barrel shipped
1913	168 762 25	72 289 40	8	0.074
1914	174 176 87	72 073 13	10	0.075
1915	149 351 72	93 595 82	10	0.088
1916	151 861 47	94 270 91	12	0.082
1917	177 212 22	98 231 01	10	0.098
1918	206 462 16	76 788 34	7	0.093
1919	247 780 47	96 787 02	15	0.119
1920	308 227 93	91 717 83	12	0.084
1921	272 322 45	109 101 86	12	0.122

Penn. Allen Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	147295.25	31691.64	---	0.048
1914	148820.32	31219.50	1	0.053
1915	139151.53	37146.74	7	0.052
1916	145446.10	43645.55	8	0.061
1917	200900.13	45051.52	6	0.069
1918	202119.78	60414.54	7	0.119
1919	246344.17	81259.70	8	0.141
1920	282607.89	90467.40	9	0.161
1921	233006.03	86989.78	8	0.134

Pennsylvania Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	190,059.22	51,025.72	11	0.0525
1914	201,622.45	55,258.12	12	0.0529
1915	209,749.45	77,472.12	15	0.0685
1916	233,204.30	109,837.63	18	0.0979
1917	245,535.80	143,410.62	19	0.1207
1918	274,988.45	153,470.32	23	0.1484
1919	327,533.25	198,132.71	24	0.1791
1920	364,879.85	249,507.76	23	0.2058
1921	322,873.85	229,704.45	24	0.1932

Phoenix Portland Cement Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expn. inc. Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	116,913.15	16,424.86	Product sold by 1913	0.040
1914	125,982.47	21,879.52	" " " "	0.040
1915	145,500.00	22,167.37	" " " "	0.036
1916	135,024.77	24,747.57	" " " "	0.046
1917	155,268.29	31,128.09	5	0.060
1918	Stop Down	20,532.32	6	0.070
1919	66,556.80	64,909.00	9	0.151
1920	259,960.68	78,827.42	7	0.126
1921	212,077.84	79,835.39	8	0.111

* Last Four Months

Security Cement & Lime Company

SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Offices, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	127,879.24	32,041.64	9	0.057
1914	108,424.06	37,537.66	9	0.065
1915	103,001.23	37,888.53	10	0.062
1916	121,722.76	45,255.18	10	0.071
1917	153,330.74	31,466.12	10	0.045
1918	208,747.01	30,123.94	9	0.050
1919	262,266.35	50,569.06	9	0.071
1920	318,481.05	44,684.11	8	0.061
1921	275,074.34	53,689.05	8	0.069

Volcanic Portland Cement Company

* SELLING EXPENSE & PAYROLL

Year	PAYROLL that is Wages excluding Salaries	TOTAL SELLING EXPENSE (Salesmen Salaries and Expenses, Sales Office, etc.)	NUMBER OF Salesmen Employed	SELLING EXPENSE per Barrel shipped
1913	278,719.20	70,197.47	9	0.053
1914	250,158.00	84,261.40	11	0.064
1915	198,183.04	82,802.33	14	0.066
1916	331,965.74	95,987.57	13	0.066
1917	364,871.92	84,983.17	12	0.080
1918	370,518.94	95,946.82	9	0.105
1919	344,966.66	128,987.87	14	0.132
1920	601,805.56	143,124.89	13	0.114
1921	474,774.43	158,183.15	13	0.135

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1913

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 142,987.43	\$ 51,809.55	6	0.0603
Alpha	\$ 1135,982.55	\$ 194,460.68	32	0.0359
Atlas	* 202,900.75	Δ 234,182.78	Δ 26	Δ 0.0332
Beth	154,244.30	No RECORDS	No RECORDS	No RECORDS
Coplay	292,566.51	37,020.03	8	0.028
Dexter	140,203.42	59,370.21	OUTPUT SOLD THRU SELLING AGENTS	0.0703
Edison	468,703.39	133,325.70	DATA NOT AVAILABLE	0.09
Giant	* 159,040.76	43,493.19	15	0.080
Glens Falls	174,521.27	10,906.32	2	0.020
Hercules				
Knickerbocker	281,763.86	97,570.81	3	0.1073
Lawrence	332,421.15	101,423.04	10	0.075
Lehigh	942,371.06	288,850.40	31	0.062
Nazareth	168,762.25	72,289.40	8	0.074
Penn-Allen	147,295.25	31,691.64	---	0.048
Pennsylvania	190,059.22	51,025.72	11	0.0525
Phoenix	116,912.18	16,924.86	PRODUCTS SOLD BY AGENTS	0.040
Security	127,879.74	32,041.64	9	0.057
Vulcanite	278,719.20	79,197.47	= 9	0.053
Total	7283,434.59	1,526,523.39	170	0.0506

* EIGHT MONTHS
 * FISCAL YEAR ENDING OCT. 31st
 Δ CALENDAR YEAR

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1914

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 139,738.04	\$ 67,260.13	6	0.0830
Alpha	\$ 1200,640.14	\$ 235,352.44	32	0.0444
Atlas	\$ 1,800,657.34	\$ 251,444.20	25	0.0443
Bath	118,110.74	NO RECORDS	NO RECORDS	NO RECORDS
Coplay	236,806.31	50,508.62	12	0.045
Dexter	124,079.93	60,553.34	OUTPUT SOLD THRU Selling Agents	0.0811
Edison	357,707.38	174,670.25	DATA NOT AVAILABLE.	0.14
Giant	165,541.20	64,299.82	15	0.077
Glens Falls	168,421.33	13,147.55	2	0.026
Hercules				
Knickerbocker	261,036.46	112,990.28	6	0.1047
Lawrence	246,081.68	102,454.30	10	0.080
Lehigh	1,175,962.71	438,123.14	43	0.080
Nazareth	174,176.57	72,072.13	10	0.075
Penn-Allen	148,820.32	31,219.50	1	0.053
Pennsylvania	201,622.45	55,258.12	12	0.0529
Phoenix	135,952.47	21,879.52	PRODUCT SOLD BY AGENTS	0.040
Security	108,454.06	37,537.66	9	0.065
Vulcanite	250,158.00	84,261.40	11	0.064
Total	7,003,967.18	1,875,038.40	194	0.0639

* FISCAL YEAR ENDING OCT 31.

Δ CALENDAR YEAR.

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1915

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 30,806.18	\$ 63,132.43	7	0.0695
Alpha	\$ 85,535.51	\$ 267,672.83	34	0.0519
Atlas	\$ 1,115,442.53	\$ 278,260.27	27	0.0286
Bath	110,815.26	No RECORDS	No RECORDS	No RECORDS
Coplay	329,240.84	89,820.51	19	0.052
Deater	119,239.08	80,368.48	9	0.0874
Edison	93,960.19	40,205.08	DATA NOT AVAILABLE	0.18
Giant	159,256.40	63,359.93	17	0.074
Glens Falls	173,313.53	16,469.03	3	0.025
Heules				
Knickerbocker	109,143.89	107,255.86	6	0.1290
Lafayette	205,651.65	111,791.88	9	0.077
Lehigh	1280,814.62	472,604.28	44	0.082
Nazareth	149,351.72	93,595.82	10	0.088
Penn-Allen	139,151.53	37,446.74	7	0.052
Pennsylvania	209,749.45	77,472.12	15	0.0685
Phoenix	119,500.00	28,167.37	PRODUCT SOLD BY AGENTS.	0.036
Security	103,001.23	57,888.53	10	0.062
Vulcanite	188,183.04	82,802.33	14	0.066
Total	6,191,571.20	1,942,013.99	231	0.0649

* FISCAL YEAR ENDING DECEMBER.

☞ SHUT DOWN.

A CALENDAR YEAR.

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1916

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 124,819.14	\$ 69,050.10	12	0.0865
Alpha	\$ 761,254.09	\$ 293,309.46	37	0.0648
Atlas	\$ 186,527.20	\$ 500,140.88	38	0.0733
Bath	137,844.43	No RECORDS	No RECORDS	No RECORDS
Coplay	352,280.74	123,714.02	17	0.093
Dexter	126,255.41	79,397.54	10	0.0981
Edison	327,379.95	134,247.31	DATA NOT AVAILABLE	0.18
Giant	274,698.46	84,339.40	19	0.086
Glens Falls	169,767.34	22,138.40	3	0.035
Hercules				
Knickerbocker	254,980.06	131,412.85	6	0.1439
Lawrence	270,138.74	122,680.36	11	0.087
Lehigh	448,003.42	427,241.71	41	0.075
Nazareth	151,861.47	94,270.91	12	0.082
Penn-Allen	165,996.10	43,645.55	8	0.061
Pennsylvania	233,204.30	109,837.63	18	0.0979
Phoenix	135,024.77	24747.57	PRODUCT SOLD BY AGENTS	0.046
Security	121,723.76	45,255.18	10	0.071
Vulcanite	331,965.79	95,987.57	13	0.066
Total	7,488,475.17	2,401,416.44	255	0.0777

* FISCAL YEAR ENDING OCT. 31ST

3 CALENDAR YEAR

* SHUT DOWN FIRST THREE MONTHS.

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1918

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 161,339.71	\$ 47,882.25	13	0.1130
Alpha	1219,026.19	244,700.51	34	0.0817
Atlas	X 3104,744.17	A 514,352.90	A 36	A 0.0469
Bath	181,772.30	NO RECORDS	NO RECORDS	NO RECORDS
Coplay	650,277.03	101,180.30	14	0.101
Dexter	186,424.71	82,487.37	8	0.1038
Edison	739,488.54	216,509.94	DATA NOT AVAILABLE	0.19
Giant	323,732.45	62,162.17	15	0.072
Glens Falls	219,323.63	21,173.09	14	0.036
Hercules	139,318.52	51,111.88	10	0.116
Knickerbocker	255,416.30	171,546.18	6	0.2068
Lawrence	299,664.39	135,444.75	11	0.117
Lehigh	2299,905.18	493,492.64	33	0.110
Nazareth	206,662.16	76,788.34	7	0.093
Penn-Allen	202,119.78	60,414.54	7	0.119
Pennsylvania	274,988.45	153,470.32	23	0.1484
Phoenix	SHUT DOWN.	29,532.32	6	0.070
Security	208,747.01	30,123.94	9	0.050
Vulcanite	370,518.99	95,946.82	9	0.105
Total	11043,024.51	2,579,368.26	245	0.1047

X FOR FOURTEEN MONTHS.

A CALENDAR YEAR.

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1917

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 160,699.95	\$ 66,157.03	12	0.0952
Alpha	\$ 1,106,889.31	\$ 278,399.15	39	0.0645
Atlas	\$ 2,608,751.23	\$ 554,841.72	39	0.0812
Both	176,882.71	No RECORDS	No RECORDS	No RECORDS
Coplay	568,470.71	127,492.02	16	0.109
Dexter	140,999.34	77,641.63	8	0.1026
Edison	586,920.67	180,906.60	DATA NOT AVAILABLE	0.15
Giant	349,797.33	82,049.63	21	0.075
Glens Falls	185,903.59	28,140.95	4	0.041
Hercules *	66,924.61	31,243.47	9	0.276
Knickerbocker	265,597.44	166,235.84	6	0.1726
Lawrence	348,241.69	149,796.12	12	0.111
Lehigh	1,940,715.47	420,594.73	39	0.081
Nazareth	177,212.22	98,231.01	10	0.098
Penn-Allen	200,900.13	45,051.52	6	0.069
Pennsylvania	265,535.80	143,410.62	14	0.1207
Phoenix	155,268.29	31,128.09	5	0.060
Security	153,330.74	31,486.12	10	0.045
Vulcanite	344,871.92	84,983.17	12	0.080
Total	9803,913.15	2,597,839.42	267	0.0868

* BEGAN OPERATION - AUGUST
 • FISCAL YEAR ENDING OCT 31st.
 A CALENDAR YEAR.

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1919

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 207,307.56	\$ 98,028.08	13	0.506
Alpha	114,949.15	263,340.71	41	0.0831
Atlas	3626,943.34	803,255.57	51	0.1200
Bath	291,321.84	95,575.51	11	0.1108
Coplay	578,297.24	93,929.21	14	0.094
Dexter	249,700.36	119,035.78	9	0.1279
Edison	898,432.85	284,336.34	30	0.19
Giant	254,456.84	58,397.70	23	0.049
Glens Falls	248,186.57	27,454.56	4	0.055
Hercules	214,882.92	74,446.18	8	0.123
Knickerbocker	325,239.53	180,435.55	7	0.2264
Lawrence	360,265.44	167,530.98	11	0.135
Lehigh	250,245.35	667,757.06	51	0.129
Nazareth	247,780.47	96,787.02	15	0.119
Penn-Allen	246,344.17	81,259.70	8	0.141
Pennsylvania	327,533.25	198,132.71	24	0.1791
Phoenix	66,536.50	64,907.00	9	0.51
Security	262,266.28	50,569.06	9	0.071
Vulcanite	394,966.66	128,987.87	14	0.132
Total	2454,127.32	3,584,217.49	352	0.1239

Δ CALENDAR YEAR.
 * LAST FOUR MONTHS

Deft. Ex. No. D 269 H

1240

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1920

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 259,925.04	\$ 83,054.34	11	0.1527
Alpha	\$ 2,015,616.97	\$ 312,200.90	39	0.0732
Atlas	Δ 484,230.23	Δ 684,348.87	Δ 42	Δ 0.0984
Bath	370,275.44	106,837.90	10	0.1384
Coplay	737,251.76	88,862.89	13	0.081
Dexter	299,817.39	86,956.71	8	0.1228
Edison	1,054,620.54	232,717.23	23	0.17
Giant	471,868.80	79,954.00	18	0.078
Glens Falls	204,275.93	28,599.32	4	0.074
Hercules	288,976.03	83,959.63	11	0.162
Knickerbocker	412,345.20	197,686.37	9	0.2043
Lawrence	556,169.38	148,857.44	12	0.101
Lehigh	3604,278.46	680,984.22	49	0.1144
Nazareth	308,227.93	91,717.83	12	0.082
Penn-Allen	282,607.89	90,467.40	9	0.161
Pennsylvania	364,079.85	249,507.76	23	0.2058
Phoenix	259,960.68	78,827.42	7	0.126
Security	318,481.05	44,684.11	8	0.061
Vulcanite	651,805.56	143,129.89	13	0.119
Total	17,344,814.13	3,513,354.23	321	0.1125

Δ CALENDAR YEAR.

ALL COMPANIES
SELLING EXPENSE & PAYROLL
YEAR 1921

COMPANY	PAYROLL	TOTAL SELLING EXPENSE	SALESMEN EMPLOYED	SELLING EXPENSE per Barrel Shipped
Allentown	\$ 236,432.08	\$ 82,073.98	11	0.1262
Alpha	\$ 1,083,663.09	\$ 381,420.08	35	0.1305
Atlas	\$ 2,671,760.38	\$ 777,336.65	50	0.1482
Bath	326,305.36	129,228.30	14	0.1429
Coplay	435,749.37	87,442.75	13	0.0842
Dexter	270,215.27	114,208.28	8	0.1231
Edison	676,761.41	271,888.61	22	0.17
Giant	298,124.04	114,712.32	26	0.122
Glens Falls	360,463.48	38,406.47	4	0.059
Hercules	197,602.69	89,071.79	10	0.174
Knickerbocker	366,284.86	242,22.70	10	0.2419
Lawrence	430,096.71	234,782.12	14	0.14
Lehigh	2,534,695.08	696,483.00	50	0.121
Nazareth	272,322.45	109,101.86	12	0.122
Penn-Allen	233,006.03	86,989.78	8	0.134
Pennsylvania	322,873.85	229,704.45	24	0.1932
Phoenix	212,077.84	79,835.39	8	0.111
Security	275,094.34	53,689.05	8	0.069
Vulcanite	474,774.43	158,183.15	13	0.125
Total	11,678,302.76	3,960,770.73	340	0.1363

Δ CALENDAR YEAR.

Deft. Ex. No. D 270 A

No. 2

ALLENJOHN PORTLAND CEMENT CO.

	1913	1914	1915	1916	1917	1918	1919 +	1920	1921
Book Value Common Stock	2,006,417.11	2,031,897.34	1,991,275.28	2,007,382.19	2,066,910.29	2,073,644.51	2,105,716.14	2,027,162.61	2,065,408.09
PAID Stock	NONE	NONE	NONE	NONE	NONE	NONE	NONE	265,000.00	265,000.00
Common Stock	1,126,510.00	1,152,010.00	1,155,450.00	1,155,450.00	1,155,750.00	1,156,750.00	1,156,750.00	578,375.00	578,375.00
Fixed Assets	336,500.00	325,500.00	332,500.00	362,000.00	363,500.00	383,000.00	388,000.00	390,000.00	387,500.00
Surplus								473,867.61	463,886.42
Debits	174,383.83	156,372.93	61,311.29	67,926.43	11,671.37	38,908.51	133,897.12		
Increased Capital on Rep. to Corp.	222,126.17	945,637.09	1,094,638.71	1,087,483.57	1,145,076.63	1,117,641.49	1,022,852.88	1,317,242.61	1,307,261.92
Net Earnings Paid to Corp.	39,643.79	95,061.64	6,655.14	56,245.06	22,237.14	96,704.96	58,411.85	21,260.49	63,086.57
Federal Income to Profit Taxes	246,446	950,62	NONE	1,125,490	NONE	NONE	5,641.8	1,926.05	NONE
Interest Paid	47,721.03	50,462.19	48,404.87	46,956.72	46,403.18	44,521.91	50,980.37	35,651.28	45,091.00
Net Income as per Books	18,010.90	45,061.64	6,655.14	56,245.06	27,237.14	94,988.61	63,839.73	5,919.31	78,986.57

+ REORGANIZATION.

* LOSS.

ALPHA PORTLAND CEMENT CO.

No. 2

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value									
Common Assets	12,591,805.02	13,013,308.71	13,021,898.19	13,445,802.15	12,583,271.56	12,839,972.09	13,141,862.63	13,919,535.37	14,907,239.31
Paid Stock	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
Common Stock	8,000,000.00	8,000,000.00	8,000,000.00	8,000,000.00	8,000,000.00	8,000,000.00	8,000,000.00	8,000,000.00	8,000,000.00
Preferred Stock	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Surplus	913,052.57	1,576,001.31	1,970,397.77	1,445,802.15	2,083,572.91	2,265,265.73	2,099,595.12	2,955,534.57	1,367,865.15
Debit									
Invested Capital									
as Rec'd in Con't	11,168,043.34	11,875,269.29	12,125,620.44	12,956,811.67	13,045,348.66	13,445,614.19	13,682,000.68	14,272,996.48	14,40,327.83
Net Earnings									
Ret'd in Con't	995,277.13	1,016,612.57	578,087.69	776,174.24	559,313.30	489,007.35	935,222.40	1,288,279.56	312,420.98
Federal Income									
& Paid Taxes	9,452.77	10,166.12	5,710.57	15,523.58	33,449.513	57,449.83	90,972.49	129,223.96	31,242.10
Interest Paid	57,520.78	47,518.60	17,001.71	7,363.21	9,503.85	3,336.80	NONE	NONE	NONE
NET INCOME									
AS IN REPORT	522,100.64	722,764.56	209,034.14	510,514.39	417,024.853	385,305.41	938,164.70	941,424.09	318,856.63

© FIGURES ALLOCATED TO ENTIRE MILLS

D-ft. Ex. No. D 270 C

No. 2.

THE ALLAN PORTLAND CEMENT CO.

	1913 +	1914 +	1915 +	1916 +	1917 +	1918 +	1919	1920	1921
Book Value Gross Assets	19,747,431.62	20,097,501.50	19,553,114.68	19,071,369.66	18,759,376.17	20,443,075.63	22,072,285.87	21,159,261.46	23,961,328.07
Paid Stock	1113,250.00	1118,250.00	1112,200.00	2,109,280.00	1,472,080.00	1,871,484.00	1,829,457.00	1,603,363.00	1,604,840.54
Comm. Stock	8,333,410.00	8,587,190.00	8,559,700.00	8,261,076.00	8,175,786.47	8,221,398.78	8,156,531.16	7,357,972.12	11,721,170.52
Finished Invs.	7,235,104.00	6,847,014.00	6,358,124.00	6,063,544.00	5,775,574.50	5,071,642.00	4,873,280.47	4,226,082.10	3,782,472.07
Surplus	9,059,014.94	2,440,340.18	2,739,400.49	1,495,203.07	2,447,145.23	4,341,870.87	5,069,407.86	5,709,652.27	2,623,291.27
Deficit									
Invested Capital as Rep'd to Gov't	11,444,777.82	11,502,228.07	11,764,124.52	12,028,765.81	12,535,249.26	14,168,130.86	14,681,171.75	14,607,730.98	14,701,006.10
Net Earnings Rep'd to Gov't	278,024.14	424,280.72	275,812.60	862,243.47	1,270,766.55	1,053,821.40	1,387,391.86	424,577.23	1,238,333.33
Federal Income & Profit Taxes	5,780.25	4,242.80	NONE	16,181.17	165,629.07	106,841.83	172,880.15	36,662.00	146,256.00
Internal Paid	342,558.68	400,231.00	380,107.38	362,221.24	328,059.24	349,192.53	278,468.22	227,805.01	213,508.27
RETENUE AS PER BOND	600,019.16	579,252.63	242,642.96	779,017.42	1,495,719.31	1,062,544.40	1,163,726.48	371,708.66	1,036,179.07

* 1913

* FIGURES ALLEGED TO EASTERN MILLS

* FISCAL YEAR ENDING OCT 31ST

* FOR 15 MONTHS.

Deft. Ex. No. D 270 D

BATH PORTLAND CEMENT CO.

No. 2.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	111,245.00	117,487.95	117,049.79	123,313.46	125,612.13	128,885.05	132,609.34	138,940.64	154,489.55
PAID Stock	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Common Stock	686,400.00	687,300.00	687,300.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00
Funded Indeb.	355,000.00	335,000.00	300,000.00	300,000.00	285,000.00	285,000.00	285,000.00	285,000.00	285,000.00
Surplus	12,146.16	110,500.00	163,715.00	194,892.78	235,667.59	224,781.82	201,160.00	242,934.95	111,386.43
Deficit									
Invested Capital as Rpt. to Gov't	644,304.49	897,056.55	851,015.00	916,051.72	958,904.59	924,784.26	949,207.88	979,372.81	996,185.62
Net Earnings									
Ret. to Gov't	145,180.80	36,263.40	30,247.36	84,223.61	35,446.81	26,986.96	125,815.26	123,006.32	18,780.31
Federal Income & Pror. Taxes	1,451.81	362.64	302.47	1,684.47	2,126.81	2,998.34	24,511.62	19,332.94	1,666.16
Interest Paid	21,300.00	19,338.00	18,000.00	17,675.00	17,100.00	17,100.00	17,100.00	17,100.00	17,100.00
NET INCOME AS PER BOOKS	142,041.84	36,461.00	31,177.78	82,774.81	31,114.23	11,378.18	104,164.95	93,018.48	17,805.08

Deft. Ex. No. D 270 E

COPLAY CEMENT MANUFACTURING CO.

No. 2.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	14,657,772.92	4,739,760.30	4,669,751.04	4,772,156.53	4,558,797.59	4,418,118.9	4,314,167.38	4,091,142,659.77	2.3
Pfd. Stock	939,000.00	939,000.00	939,000.00	939,000.00	939,000.00	939,000.00	939,000.00	939,000.00	939,000.00
Common Stock	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
Funded Indeb.	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00
Surplus	6,877,715.97	8,518,064.46	5,945,722.09	5,945,722.09	5,945,722.09	5,945,722.09	5,945,722.09	5,945,722.09	5,945,722.09
Deficit									
Invested Capital as Rept. to Gov't	3,142,075.63	3,626,715.97	3,790,806.45	3,534,723.09	3,746,317.04	3,436,184.15	3,326,163.42	3,289,401.20	3,251,990.73
Net Earnings Rept. to Gov't	204,640.34	164,090.48	143,170.82	283,604.18	23,473.06	70,396.04	4,544.56	4,239.96	52,746.65
Federal Income & Profits Taxes	2,046.40	1,610.90	1,431.71	5,672.08	2,008.38	NONE	NONE	224.00	NONE
Interest Paid	34,458.60	52,931.69	30,676.09	23,141.39	63,274.18	64,162.58	75,153.36	34,556.77	62,639.93
NET INCOME AS PER BOOKS.	202,593.94	162,449.58	141,739.13	277,932.10	31,465.68	70,245.42	6,337.87	4,015.96	52,746.65

* LESS

DEXTER PORTLAND CEMENT CO.

No. 2.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	882,567.15	949,533.16	1,016,805.88	1,042,627.19	1,141,224.05	1,221,453.88	1,381,799.36	1,403,607.78	1,308,780.67
Paid Stock	125,000.00	125,000.00	125,000.00	125,000.00	42,500.00	7,040.00	3,040.00	3,040.00	3,040.00
Common Stock	315,000.00	315,000.00	315,000.00	315,000.00	437,500.00	342,960.00	386,960.00	346,960.00	982,400.00
Funded Indeb.	25,000.00	3,000.00	3,000.00	NONE	NONE	NONE	NONE	NONE	NONE
Surplus	314,319.61	403,817.35	475,122.31	441,648.19	551,571.04	576,267.54	658,432.90	785,220.92	205,348.15
Deficit									
Increased Capital as Rpt. to Gov't	839,319.61	906,817.35	978,122.31	916,498.19	880,292.26	1,024,517.52	1,041,039.57	1,182,480.92	1,197,965.65
Net Earnings Rpt. to Gov't	129,497.74	111,304.96	18,875.88	171,575.14	245,672.56	137,924.85	362,402.01	163,446.64	312,148.37
Federal Income & Profit Taxes	1,294.98	1,113.05	188.76	3,430.30	59,645.28	38,987.18	113,094.05	27,662.99	82,670.77
Income Paid	844.00	180.00	180.00	NONE	NONE	NONE	NONE	NONE	41.63
NET INCOME AS PER BOOKS	128,359.65	111,186.89	19,800.17	160,231.31	182,267.91	107,476.76	257,718.35	135,047.00	237,485.57

EDISON PORTLAND CEMENT COMPANY

1248

2241

	1913	1914	1915	1916	1917	1918	1919	1920	1921 †
Book Value Common Stocks	16,325,436.44	16,119,740.81	15,917,839.08	15,353,107.32	15,467,249.71	15,720,000.00	15,720,000.00	15,708,000.00	5,175,000.00
PAID Stock	2,916,050.00	2,914,050.00	2,914,050.00	2,914,050.00	2,914,050.00	2,914,050.00	2,914,050.00	2,914,050.00	3,000,000.00
Common Stock	12,000,000.00	12,000,000.00	12,000,000.00	12,000,000.00	12,000,000.00	12,000,000.00	12,000,000.00	12,000,000.00	1,500,000.00
Funded Indeb.	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	3,500,000.00
Surplus									
Debit	1,194,072.43	1,409,255.65	1,600,437.54	2,022,739.04	2,367,319.00	2,403,673.91	4,766,989.90	5,391,453.71	5,451,946.13
Invested Capital as Rpt. to Gov't	14,916,050.00	14,914,050.00	14,914,050.00	14,916,050.00	14,914,050.00	14,916,050.00	14,914,050.00	14,914,050.00	14,444,050.00
Net Earnings Rpt. to Gov't	115,619.03	13,103.94	197,403.07	130,775.65	551,356.33	551,093.47	570,363.02	531,055.32	50,000.00
Federal Income & Profits Taxes	None	None	None	None	None	None	None	None	None
Interest Paid	237,735.30	244,645.77	265,123.43	265,629.03	325,141.80	354,320.13	360,763.74	320,611.06	346,339.52
Net Income as per Books	115,619.03	190,831.89	421,371.50	344,149.96	313,314.91	2,083,345.99	614,643.01	2,603,393.42	35,609.08

* LIES DEPRECIATION REVENUE.

† RECONCILIATION

* LOSS

* ESTIMATED LOSS

* CAPITAL STOCK ONLY

* COMPUTED BUT NOT REMOVED

GIANT PORTLAND CEMENT CO.

No. 2

1240

2242

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value									
Common		3,854,420.82	3,861,900.27	3,851,765.80	3,925,276.90	3,891,324.16	3,895,309.65	4,168,534.83	4,261,923.49
Paid Stock		1,180,000.00	1,180,000.00	1,180,000.00	1,180,000.00	1,180,000.00	1,180,000.00	1,180,000.00	1,180,000.00
Common Stock		1,110,000.00	1,110,000.00	1,110,000.00	1,110,000.00	1,110,000.00	1,110,000.00	1,110,000.00	1,110,000.00
Preferred Stock		750,000.00	750,000.00	750,000.00	750,000.00	750,000.00	750,000.00	750,000.00	750,000.00
Surplus					57,896.24	103,763.72	145,575.44	266,806.00	502,820.40
Deductions		19,981.09	12,023.34	5,134.96					
Limited Capital									
as Rep'd to Gov't		2,970,018.91	2,977,967.71	2,984,365.04	3,007,876.29	3,008,763.72	3,135,315.44	3,665,921.68	3,883,363.37
Net Earnings		14,981.09	12,400.85	6,682.80	68,147.67	118,165.30	376,441.68	163,071.74	445,389.77
Rep'd to Gov't									
Federal Income					2,891.12	4,127.35	51,570.08	15,798.49	44,436.98
& Profit Taxes									
Interest Paid		27,523.13	40,114.84	35,290.98	93,114.02	39,485.17	23,911.51	18,196.89	29,579.58
NET INCOME		19,981.09	7,948.80	6,397.33	63,531.25	4,081.54	273,125.19	146,013.45	118,323.31
RS PER BOOK									

* 1913-1914 MAY 1, 1915

* 1915

* 1915-1916 MAY 1, 1917

* 1917-1918 MAY 1, 1919

* 1919-1920 MAY 1, 1921

* 1921-1922 MAY 1, 1923

* 1923-1924 MAY 1, 1925

* 1925-1926 MAY 1, 1927

* 1927-1928 MAY 1, 1929

* 1929-1930 MAY 1, 1931

* 1931-1932 MAY 1, 1933

* 1933-1934 MAY 1, 1935

* 1935-1936 MAY 1, 1937

* 1937-1938 MAY 1, 1939

* 1939-1940 MAY 1, 1941

* 1941-1942 MAY 1, 1943

* 1943-1944 MAY 1, 1945

Deft. Ex. No. D 270 I

GLEN FALLS PORTLAND CEMENT CO.

No. 3.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	1,308,438.08	1,324,945.70	1,412,422.98	1,378,986.38	1,331,706.65	1,428,342.21	1,609,448.44	1,701,873.65	1,561,253.07
PAID Stock	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Common Stock	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Preferred Stock	300,000.00	299,000.00	298,000.00	298,000.00	298,000.00	298,000.00	298,000.00	298,000.00	298,000.00
Surplus	347,474.56	422,750.08	499,659.00	421,409.54	412,359.11	477,746.16	527,397.05	666,248.06	600,087.99
Deficit									
Invested Capital as Rep'd. to Con't	947,474.56	1,032,750.08	1,099,659.00	1,021,409.54	1,012,359.11	1,095,784.52	1,53,040.81	1,200,446.13	1,63,397.75
Net Earnings Rep'd. to Con't	124,404.70	124,321.37	52,448.74	105,549.84	182,733.84	217,478.31	233,077.69	51,633.49	202,028.25
Federal Income & Profit Taxes	1,244.05	1,243.21	544.89	2,111.99	29,075.52	97,159.57	48,357.87	4,893.80	38,449.89
Interest Paid	21,209.67	19,762.22	21,404.24	20,871.43	18,422.27	18,247.11	17,880.00	17,851.78	17,762.67
NET INCOME AS PER BOOKS	124,404.70	122,408.41	113,338.62	116,979.57	154,544.02	100,158.54	182,623.54	45,123.90	165,562.66

HERCULES CEMENT CORPORATION

No. 2

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets						2,307,112.67	2,263,621.11	2,381,783.05	2,721,481.82
Paid Stock						NONE	NONE	NONE	NONE
Common Stock						1,120,000.00	1,189,000.00	1,500,000.00	1,500,000.00
Funded Liab.						688,090.89	686,216.68	854,510.68	982,346.68
Surplus						296,282.05	216,841.20	--	--
Deficit						--	--	41,356.51	64,209.99
Invested Capital as Rpt. to Gov't						1,039,424.03	1,488,794.63	1,503,621.86	1,435,740.01
Net Earnings Rpt. to Gov't						* 20,440.15	58,602.29	23,173.25	48,341.70
Federal Income as Trade Tax						NONE	5,680.23	NONE	NONE
Interest Paid						48,777.23	47,421.75	56,574.27	68,506.38
NET INCOME as Fed. Income						* 20,440.15	52,862.24	22,853.48	48,341.70

Deft. Ex. No. D 270 K

No. 2

Kaiser-Heckel Portland Cement Company

	1913	1914	1915	1916	1917	1918 +	1919	1920	1921
Bank Value Cash Assets	5,816,060.23	2,681,436.43	2,900,718.01	2,805,153.33	2,837,605.29	2,911,611.54	3,666,422.80	3,684,550.81	3,961,451.83
PAID Stock	1,555,000.00	1,700,500.00	1,700,500.00	1,700,500.00	1,700,500.00	1,700,500.00	1,700,500.00	1,700,000.00	1,700,000.00
Common Stock	4,000,000.00	7,013,000.00	7,213,000.00	7,013,000.00	7,013,000.00	7,013,000.00	1,556,700.00	1,556,700.00	1,556,700.00
Preferred Stock	78,500.00	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Surplus		50,476.01	234,266.10	47,606.84	266,106.93	409,044.16	175,384.24	245,862.42	311,210.40
Debit	94,425.62								
Invested Capital as Rep. to Con't	5,550,000.00	2,452,276.01	2,636,066.10	2,444,406.84	2,677,706.93	2,825,103.37	3,471,298.92	3,523,561.27	3,539,682.00
Net Earnings Rep. to Con't	133,733.71	183,790.09	186,659.36	207,315.34	159,748.14	157,708.89	212,813.23	195,681.50	34,277.84
Federal Income & Profit Taxes	133,734	183,790	NONE	31,475.00	95,848.88	22,034.60	20,645.96	19,091.90	10,131.40
Invested Paid	14,792.45	14,581.88	9706.01	9164.45	2,494.02	20,925.88	7,529.85	4,258.60	15,518.97
Net Income as per Bank	144,723.27	183,790.09	186,659.36	218,500.09	143,942.23	172,041.45	191,478.14	184,347.97	34,277.84

* On Bank Loans

† Computed as per Regulations but not requested

‡ Lo-25

§ Reorganization

|| Estimated

¶ Includes 1917-18 paid 1917 Taxes \$18,965 paid 1918 Taxes \$5,000.00 estimated 1920 Taxes

LAWRENCE PORTLAND CEMENT CO.

No. 2

1253

2246

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	196,174.48	2,125,449.72	2,204,700.03	2,197,401.63	2,394,595.97	2,813,195.30	2,960,563.46	2,909,785.98	3,130,606.69
Paid Stock	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Common Stock	1,000,000.00	1,000,000.00	1,000,000.00	1,200,000.00	1,500,000.00	1,800,000.00	2,000,000.00	2,000,000.00	2,500,000.00
Funded Indeb.	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Surplus	478,320.26	511,990.10	563,520.39	564,066.69	347,392.03	326,232.72	330,477.50	431,090.61	437,907.14
Debit									
Invested Capital as Rept. to Gov't	1,469,284.88	1,506,475.76	1,661,266.46	1,761,931.76	1,960,690.96	2,207,060.19	2,302,072.19	2,785,048.48	3,876,472.00
Net Earnings Rept. to Gov't	94,618.90	143,846.35	96,546.31	179,325.34	132,115.64	181,806.83	338,134.23	197,733.28	76,573.66
Federal Income & Excess Taxes	946.19	1,428.90	965.16	3,586.51	7,926.81	11,056.95	60,641.68	19,040.17	7,632.53
Interest Paid	20,113.66	25,208.17	21,844.53	21,211.31	25,692.29	32,059.77	24,383.85	14,760.34	14,639.33
NET INCOME PER SHARE	93,668.90	131,521.22	96,546.31	179,325.34	128,527.13	185,276.38	334,839.62	143,747.98	82,796.21

• INCLUDES TAX RESERVE

Deft. Ex. No. D 270 M

No. 2
Lehigh Portland Cement Co.

	1913†	1914†	1915†	1916†	1917†	1918†	1919†	1920†	1921†
Book Value Comm. Assets	7457074.26	8946328.19	10912431.58	11410415.20	13232830.57	13476871.43	15003761.74	15057428.48	16774886.18
Pfd. Stock	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Comm. Stock	8524270.20	5204785.98	6024372.82	6024372.82	6024372.82	7227708.13	7227708.13	7690724.07	7690724.07
Finished Invt.	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Surplus	2523364.03	3191319.51	4610427.20	5003774.98	6481482.34	3787775.40	4217835.63	5390500.32	6413202.63
Debit									
Increased Capital as Rpt. to Gov't	7047634.23	8396105.43	10634800.00	11028147.77	13000215.08	11722363.29	12131275.51	13618140.61	14517990.05
Net Excess Rpt. to Gov't	700781.50	926362.76	516747.12	1439054.11	708958.10	390324.07	1367311.64	669799.49	571742.90
Federal Income & Profits Taxes	700782	426363	516747	28781.08	84877.88	44750.26	238329.96	98189.60	56614.44
Interest Paid	16881.48	3501.68	18.18	509.11	53937.51	65717.20	55060.96	6755.18	42860.51
Net Income to per Books	714138.81	977765.34	474985.26	1398660.10	480739.21	302816.03	1091602.52	546104.87	482010.48

† Figures allocated to Eastern Mills
 ‡ Fiscal Year Ending Mar 30
 § Calendar Year
 ¶ Election Months

NABARETH CEMENT COMPANY.

No. 2.

1255

2248

	1913	1914	1915	1916	1917	1918 +	1919	1920	1921
Book Value Common Assets	3,914,773.37	4,806,707.90	3,440,271.03	3,854,206.30	3,927,689.57	3,515,788.65	3,710,265.11	3,985,619.71	4,167,809.06
PRD. Stock	1,453,750.00	1,453,750.00	1,453,750.00	1,453,750.00	1,453,750.00	550,000.00	550,000.00	550,000.00	550,000.00
Common Stock	834,700.00	834,700.00	834,700.00	834,700.00	834,700.00	550,000.00	550,000.00	550,000.00	550,000.00
Fund. Indeb.	550,000.00	550,000.00	550,000.00	550,000.00	550,000.00	783,000.00	783,000.00	764,000.00	550,000.00
Surplus	141,190.24	15,596.51	77,585.20		163,162.62	1,580,985.18	1,752,013.65	3,053,332.79	2,512,627.60
Deficit				41,857.21					
Invested Capital as Reg'd in Can't	2,249,109.57	2,116,515.91	3,228,505.63	2,109,062.12	2,314,081.95	2,618,469.61	2,746,374.49	3,080,490.73	3,490,640.81
Net Earnings Ret'd to Can't	1,255,593.66	61,981.72	120,042.51	204,419.83	183,501.83	258,110.44	389,981.90	591,191.97	117,000.00
Federal Income & Profit Taxes	NONE	610.89	NONE	4,088.40	13,341.52	44,780.33	66,187.14	120,376.48	11,700.00
Interest Paid	56,145.52	130,645.00	81,409.39	76,881.37	70,584.99	46,576.82	45,275.00	41,598.71	28,475.82
Net Income as per Books	125,593.66	61,368.83	118,822.63	200,931.43	166,861.71	170,732.36	322,306.43	470,518.12	107,818.83

* L244

* REDEMPTION

* ADJUSTMENT AT REDEMPTION

* TRUSTEES' RETURN

Deft. Ex. No. D 270 O

No. 2.

PENNALLEN CEMENT COMPANY

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	870,259.08	911,270.08	922,576.57	927,409.21	950,474.85	1,036,899.27	917,83.49	1,052,935.94	1,126,925.97
Paid Stock	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Common Stock	246,100.00	246,100.00	246,100.00	246,100.00	246,100.00	246,100.00	246,100.00	247,000.00	250,000.00
Preferred Stock	420,000.00	387,900.00	370,600.00	356,200.00	327,600.00	317,700.00	302,700.00	287,300.00	225,500.00
Surplus		63,500.68	122,876.78	116,221.20	212,487.00	237,697.59	254,842.72	281,284.64	301,287.05
Deficit	17,538.30								
Invested Capital as Right to Com'n	328,541.70	409,600.63	468,936.78	412,321.20	558,587.00	584,012.08	624,800.93	657,300.34	657,287.05
Net Earnings Right to Com'n	90,004.25	59,328.15	6,617.58	114,265.80	33,580.00	110,322.43	70,862.05	66,839.92	69,351.52
Federal Income & Profit Taxes	900.04	593.38	None	2,285.32	2,014.80	11,398.69	10,392.25	11,098.39	6,735.15
Interest Paid	24,571.57	22,686.77	21,420.08	21,113.00	19,562.72	18,600.53	18,123.99	16,257.37	13,505.83
NET INCOME AS PER BOOKS	88,730.68	59,328.15	6,617.58	114,265.80	31,210.59	114,145.13	86,146.90	61,997.43	63,121.52

* LOSS

Deft. Ex. No. D 270 P

No. 2

PENNSYLVANIA CEMENT COMPANY

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	1,443,326.14	1,337,913.68	1,458,781.57	1,434,171.77	1,529,233.70	1,565,219.59	1,704,129.11	1,793,988.17	2,145,034.85
PM Stock	355,200.00	355,200.00	355,200.00	355,200.00	355,200.00	355,200.00	355,200.00	355,200.00	355,200.00
Common Stock	450,000.00	450,000.00	450,000.00	450,000.00	450,000.00	450,000.00	478,000.00	478,000.00	478,000.00
Preferred Stock	450,000.00	450,000.00	450,000.00	425,000.00	375,000.00	268,750.00	250,000.00	250,000.00	250,000.00
Surplus			91,722.20	135,074.98	195,637.37	290,571.81	359,364.15	524,589.34	570,204.06
Debits	58,153.34	2,271.74							X
Invested Capital as Rep. to Con't	805,300.00	805,300.00	812,447.29	897,033.20	1,020,526.87	1,115,825.63	1,238,486.87	1,357,889.34	1,403,904.06
Net Earnings Prior to Con't	55,878.65	46,001.44	54,514.58	31,620.88	111,948.79	129,055.54	211,367.27	252,164.25	51,122.67
Federal Income & Profit Taxes	250.45	960.05	545.15	632.42	12,545.03	21,404.94	34,542.00	45,230.52	X 5,000.00
Interest Paid	24,500.00	24,500.00	24,500.00	22,625.00	18,635.49	12,646.87	12,500.00	12,500.00	12,500.00
NET INCOME AS PER BOOKS	55,878.65	44,001.94	43,346.78	60,557.39	94,952.44	121,396.84	186,536.64	252,564.72	51,132.67

X ESTIMATED

Deft. Ex. No. D 270 Q

No. 2

PHOENIX PORTLAND CEMENT CO.

	1913	1914	1915	1916	1917	1918 +	1919	1920	1921
Book Value Good Assets	947,371.33	1,019,454.05	1,150,529.31	1,101,740.93	1,056,876.62	1,088,685.69	964,164.83	981,307.46	1,140,971.58
Pld. Stock	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	209,000.00	209,000.00	209,000.00
Comm. Stock	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00	102,440.00	101,990.00	106,980.00
Funded Liab.	367,000.00	717,000.00	734,500.00	703,500.00	684,500.00	664,500.00	281,500.00	281,500.00	281,500.00
Surplus							212,913.37	207,135.22	306,328.40
Deficit	34,135.02	42,910.58	54,455.82	106,356.26	149,159.83	179,954.30			
Invested Capital as Rept. to Gov't	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	312,849.96	542,034.91	469,853.46	565,870.46
Net Earnings Rept. to Gov't	\$ 245.56	\$ 10,236.10	\$ 51,400.44	\$ 42,803.57	\$ 30,794.47	\$ 21,792.40	\$ 4,144.82	\$ 965.61	\$ 107,723.92
Federal Income & Profit Taxes								19,608.93	21,474.17
Interest Paid	147,937.92	56,134.03	55,510.86	54,648.66	54,571.34	37,848.38	20,508.26	24,522.66	25,022.67
NET INCOME AS PER BC-15	\$ 245.56	\$ 10,236.10	\$ 51,400.44	\$ 42,803.57	\$ 30,794.47	\$ 21,792.40	\$ 5,778.15	\$ 99,193.18	\$ 112,453.70

* COMPANY REUNANDED JULY 6, 1916

1916

Deft. Ex. No. D 270 R

SECURITY CEMENT CO. LIME CO.

No. 2

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Book Value Common Assets	1,839,503.00	1,898,496.49	1,804,379.87	1,824,449.84	2,032,867.30	2,072,192.07	2,172,752.53	2,103,455.60	2,167,305.34
PAID STOCK	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Common Stock	625,000.00	625,000.00	460,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00
Funded Indeb.	1,005,000.00	1,005,000.00	1,005,000.00	1,005,000.00	1,005,000.00	965,000.00	927,000.00	987,000.00	849,000.00
Surplus			80,262.61	106,325.33	234,942.90	296,295.41	245,935.30	213,476.14	236,171.53
Deficit	16,324.37	142,875.69							
Invested Capital as Rep'd to Cor's	1,125,000.00	1,125,000.00	1,000,000.00	1,006,325.33	1,124,942.90	1,196,295.41	1,145,935.30	1,113,476.14	1,136,171.53
Net Earnings Rep'd to Cor's	20,368.03	35,054.00	47,768.28	126,141.94	163,553.61	88,277.22	231,454.26	144,744.49	95,963.18
Federal Income & Profit Taxes	203.68	350.54	477.68	2,522.98	26,165.32	10,454.23	46,222.69	20,703.32	9,588.00
Interest Paid	64,741.62	60,187.80	58,690.78	60,410.71	58,190.90	55,012.43	50,499.73	46,604.78	45,337.16
NET INCOME AS PER BOOKS	20,368.03	31,515.72	46,069.72	128,667.57	166,302.51	19,639.89	37,540.84	92,696.39	75,471.97

Deft. Ex. No. D 270 S

VULCANITE PORTLAND CEMENT CO.

No. 2

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Bank Value	2,834,496.30	2,932,362.58	3,012,640.37	2,921,066.28	2,822,225.01	2,978,010.85	2,993,107.48	2,967,060.77	3,227,653.62
Crane Assets	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
PMI Stock	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Cash Stock	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00
Fixed Assets	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Surplus	169,161.59	356,096.96	527,065.52	534,527.18	508,503.23	537,622.15	519,536.77	588,973.51	571,758.65
Debits									
Invested Capital	2,264,161.59	2,456,096.96	2,627,065.52	2,631,507.18	2,611,302.96	2,657,632.15	2,611,536.77	2,464,281.64	2,660,458.65
as Ret. to Con't									
Net Earnings	187,280.46	169,896.08	102,950.11	102,265.78	142,535.37	84,689.55	228,388.13	73,765.83	117,444.64
Ret. to Con't									
Federal Income	1,872.81	1,648.46	102.50	2,084.92	8,414.00	9,932.75	25,580.23	7,176.59	NONE
& Profit Taxes									
Interest Paid	23,714.03	21,307.25	15,697.89	6,943.72	9,112.15	15,246.40	14,582.19	16,522.72	28,776.16
NET INCOME	163,407.65	168,341.23	102,147.61	102,160.86	130,905.19	67,149.18	180,356.51	54,642.53	17,444.64
AS PER BOOKS									

* Loss

ALL COMPANIES Deft. Ex. No. D 271 A

YEAR 1913

No. 2

FINANCIAL STATEMENT

Company	Book Value Gross Assets	Preferred Stock	Common Stock	Funded Indlt.	Surplus	Deficit	Invested Capital as Rept. to Gov't.	Net Earnings Rept. to Gov't.	Federal Income & Profits Tax	Interest Paid	Net Income as per Books
Allentown	2,006,917.11	none	1,126,510.00	236,500.00	98,052.37	174,383.13	452,126.17	24,643.79	296.44	47,721.03	18,010.90
Alpha	12,581,805.02	2,000,000.00	8,000,000.00	none	none	none	11,168,093.34	94,527.73	94,527.73	57,520.78	522,100.44
Atlas	19,741,134.16	1,115,250.00	1,133,491.00	7,125,404.00	2,257,044.94	none	11,444,777.14	570,024.66	5,710.25	446,581.68	600,049.16
Bath	1,162,450.79	none	616,900.00	355,000.00	12,196.16	none	644,304.49	145,180.80	1,451.81	21,300.00	142,041.84
Coplay	---	DATA NOT AVAILABLE	---	---	---	---	3,422,075.63	204,640.34	2,046.46	34,458.60	202,543.94
Deaser	812,587.15	125,000.00	375,000.00	250,000.00	314,319.61	1,294,076.63	839,319.61	129,497.74	1,294.99	844.00	128,359.65
Edison	16,285,436.44	2,416,000.00	12,000,000.00	1,500,000.00	---	---	---	---	none	227,735.38	115,519.02
Giant	---	---	---	---	---	---	---	---	none	27,523.13	19,981.09
Glens Falls	1,308,438.08	100,000.00	500,000.00	300,000.00	347,474.51	---	947,474.51	124,404.70	1,244.08	21,209.67	124,404.70
Hercules	---	---	---	---	BEGIN OPERATION	AUGUST 1917	---	---	---	---	---
Knickerbocker	5,816,060.27	1,550,000.00	4,000,000.00	78,500.00	---	94,425.62	5,550,000.00	135,733.71	1,337.34	14,942.45	144,723.27
Lawrence	1,701,744.48	none	1,000,000.00	none	478,330.26	---	1,469,334.81	94,618.90	946.19	20,113.66	93,661.80
Lehigh	7,453,074.24	none	4,524,270.20	none	2,523,364.03	---	7,047,634.23	700,781.50	7,007.82	16,881.49	714,131.81
Nearath	3,914,783.37	1,453,750.00	834,700.00	550,000.00	141,170.24	---	2,292,103.37	125,543.66	none	56,465.32	135,543.66
Penn-Allen	870,254.08	100,000.00	246,100.00	420,000.00	---	17,558.30	321,541.70	40,004.25	900.00	24,571.57	87,306.61
Perfection	1,442,326.19	355,200.00	450,100.00	450,000.00	---	58,153.34	805,300.00	55,878.65	550.48	24,500.00	55,878.65
Phoenix	947,371.35	75,000.00	175,000.00	367,000.00	---	51,735.00	2,500,000.00	---	none	47,937.92	8,245.56
Security	1,134,503.04	500,000.00	6,250,000.00	100,000.00	---	163,243.74	1,125,000.00	203,610.00	203.60	64,741.62	203,610.00
Vulcanite	2,136,446.30	none	2,100,000.00	none	169,164.59	---	2,269,164.59	187,280.40	1,872.80	23,714.03	185,407.69
Total	81,010,857.51	10,290,250.00	44,777,970.20	12,412,404.00	7,021,417.16	1,836,576.51	65,552,135.61	3,170,995.38	34,385.08	1,722,89.53	2,771,107.49

COMPUTED AS PER REGULATIONS, BUT NOT RECORDED IN BANK LOANS
FISCAL YEAR ENDING JAN 1, 1918
BEGAN OPERATION MAY 1, 1918

LOANS
FISCAL YEAR ENDING MAY 31, 1918
BEGAN OPERATION MAY 1, 1918

LAST REPRICESATION RESERVE
CAPITAL STOCK ONLY

YEAR 1915

FINANCIAL STATEMENT

Company	Bank Value Cash Assets	Preferred Stock	Common Stock	Funded Indeb.	Surplus	Deficit	Invested Capital as Rep'd in Gov't	Net Earnings From In Gov't	Funded Income & Profits Taxes	Interest Paid	Net Income as per Books
Allentown	1,998,215.25	none	1,155,950.00	332,500.00	1,870,391.77	61,311.29	1,094,338.71	6,655.14	none	18,409.17	6,555.14
Alpha	13,021,198.19	2,000,000.00	1,000,000.00	none	2,239,400.97		12,223,200.97	5,710.27	5,710.27	17,001.71	20,903,61.14
Altoona	19,515,119.61	1,132,500.00	6,239,700.00	6,351,240.00	2,239,400.97		11,764,124.52	2,153,113.40	none	380,107.36	2,426,42.95
Bath	1,170,474.17	none	617,300.00	300,000.00	163,715.00		851,015.00	30,247.56	30,247.56	18,000.00	31,177.11
Coplay	4,739,760.36	939,200.00	2,000,000.00	100,000.00	851,806.40		3,790,806.40	143,700.40	143,711	30,676.09	140,739.12
Duane	1,016,805.11	125,000.00	375,000.00	3,000.00	470,122.31		918,122.31	18,175.11	18,175.11	10.00	19,800.17
Edison	35,917,539.04	2,916,750.00	12,000,000.00	1,500,000.00	470,122.31		16,000,875.49	197,463.07	none	243,123.43	422,371.50
East	3,861,900.27	1,100,000.00	1,110,000.00	750,000.00	470,122.31		2,411,761.71	6,662.10	6,662.10	35,290.96	6,397.33
Glens Falls	1,412,929.05	100,000.00	500,000.00	29,000.00	470,122.31		1,092,659.00	54,411.73	54,411.73	21,409.24	113,331.42
Hartford	2,960,711.01	1,700,200.00	701,300.00	none	234,266.10		2,666,066.10	18,649.26	none	9,706.01	18,649.26
Kickerbucker	2,960,711.01	1,700,200.00	701,300.00	none	234,266.10		2,666,066.10	18,649.26	none	9,706.01	18,649.26
Lawrence	2,274,300.05	none	1,000,000.00	none	56,320.34		1,661,266.46	9,546.31	9,546.31	21,844.53	9,546.31
Lehigh	10,912,131.54	1,453,750.00	834,700.00	550,000.00	77,583.30		10,834,100.02	516,747.12	516,747.12	18.11	474,945.26
Nazareth	3,940,471.05	100,000.00	246,100.00	370,600.00	122,138.11		2,223,505.63	120,042.57	none	21,409.99	118,222.62
Penn-Allen	9,225,76.57	305,200.00	450,100.00	450,000.00	91,733.20		461,938.17	54,514.50	54,514.50	21,950.04	6,617.57
Pennsylvania	1,453,711.57	75,000.00	175,000.00	739,300.00	60,362.61		2,500,000.00	51,900.46	none	55,510.16	51,900.44
Phoenix	1,102,529.31	500,000.00	400,000.00	100,000.00	527,065.52		2,627,065.52	10,250.11	10,250.11	15,897.89	46,062.72
Security	1,893,371.87	500,000.00	400,000.00	100,000.00	527,065.52		2,627,065.52	10,250.11	10,250.11	15,897.89	46,062.72
Vulcanite	3,012,690.37	none	1,000,000.00	1,000,000.00	527,065.52		2,627,065.52	10,250.11	10,250.11	15,897.89	46,062.72
Total	91,047,062.14	3,277,000.00	16,019,522.62	3,457,324.00	12,981,800.11		1,728,228.44	772,158.06	15,573.19	1,063,527.02	156,916.36

FIGURES ALLOCATED TO EASTERN MILLS
ALSO ALLOCATED TO EASTERN MILLS
NOT REPORTED
SEE INSTRUCTIONS REBATE

ON BANK LOANS
COMPUTED AS PER REGULATIONS BUT NOT REPORTED
1925 YEAR ENDING OCT. 31ST

ALL COMPANIES Def. Ex. No. D 271 D

YEAR 1916

No. 2

FINANCIAL STATEMENT

Company	Book Value Green Assets	Preferred Stock	Common Stock	Funded Indeb.	Surplus	Deficit	Invested Capital as Regt. to Gov't	Net Earnings Regt. to Gov't	Federal Income & Profit Taxes	Interest Paid	Net Income per Share
Allentown	2,007,382.19	none	1,155,950.00	362,000.00		67,666.43	1,087,983.07	56,249.06	1,125.90	46,956.72	56,249.06
Alpha	12,845,802.15	2,000,000.00	8,000,000.00	none	1,848,539.46		12,936,946.17	776,179.24	18,523.88	7,332.21	510,514.39
Alma	19,071,369.66	2,034,560.00	1,264,076.00	606,254.00	1,485,203.07		12,021,765.11	812,243.47	16,181.17	36,228.39	779,019.42
Bath	1,236,313.96	none	700,000.00	300,000.00	194,842.71		916,051.72	80,223.61	1,644.47	17,675.00	82,774.81
Coplay	4,669,751.04	938,000.00	2,000,000.00	800,000.00	585,723.09		3,334,723.09	243,604.18	5,622.08	23,441.39	277,932.10
Dexter	1,013,427.19	125,000.00	375,000.00	none	446,491.19		946,491.19	171,515.14	3,430.30	none	160,231.31
Edition	15,359,107.25	2,916,050.00	12,000,000.00	1,500,000.00			14,916,050.00	120,775.65	none	266,678.03	345,119.76
Giant	3,151,765.10	1,110,000.00	1,110,000.00	750,000.00		20,222,799.04	2,974,365.04	61,147.67	1,362.95	33,114.02	63,531.25
Glenn Falls	1,318,916.31	100,000.00	500,000.00	298,000.00	421,409.54		1,021,409.54	105,599.34	2,111.99	20,871.43	46,979.52
Hercules											
Kuckelbaker	2,105,753.33	1,700,500.00	701,300.00	none	47,606.84		2,449,106.84	207,375.34	4,147.50	9,164.45	218,500.89
Lawrence	2,197,401.63	none	1,200,000.00	none	564,066.69		1,761,931.76	179,323.34	3,586.57	21,211.31	179,323.34
Lehigh	114,104,415.20	none	6,024,372.72	none	5,003,774.95		11,028,147.77	1,439,054.17	28,771.08	509.11	1,398,660.10
Neareth	3,654,206.30	1,453,750.00	834,700.00	550,000.00		41,857.21	2,109,063.13	204,419.13	4,086.46	76,881.37	200,931.43
Penn-Allen	927,409.21	100,000.00	246,100.00	356,200.00	116,221.20		462,321.20	114,265.80	2,285.32	21,113.00	114,265.80
Pennsylvania	143,471.77	355,200.00	450,100.00	485,000.00	135,079.90		847,033.30	31,620.81	632.42	22,625.00	60,557.39
Phoenix	1,101,740.95	750,000.00	175,000.00	703,500.00	106,325.33		250,000.00	42,803.57	none	54,648.66	42,803.57
Security	1,129,449.44	500,000.00	400,000.00	1,005,000.00			1,004,325.58	125,141.94	2,522.98	60,410.71	128,667.57
Vulcanite	2,281,066.28	none	2,100,000.00	none	534,557.18		2,634,557.18	104,245.71	20,84.92	6,943.72	102,160.86
Total	97,935,719.41	14,184,080.00	46,236,598.12	13,112,244.00	11,509,812.70	2,244,613.90	72,971,741.53	46,706,644.57	95,221.57	1,051,479.52	3,992,422.96

ON SARE LEGAL
COMPUTED AS PER REGULATIONS BUT NOT REPORTED
1923

ON SARE LEGAL
COMPUTED AS PER REGULATIONS BUT NOT REPORTED
1923

ON SARE LEGAL
COMPUTED AS PER REGULATIONS BUT NOT REPORTED
1923

ON SARE LEGAL
COMPUTED AS PER REGULATIONS BUT NOT REPORTED
1923

ALL COMPANIES Deft Ex. No. D 271F

No. 2

FINANCIAL STATEMENT

YEAR 1911

Company	Ret. Value Common	Preferred Stock	Common Stock	Funded Indeb.	Surplus	Deficit	Interest Capital at Reg. to Govt	Net Earnings at Reg. to Govt	Federal Income at Reg. to Govt	Interest Paid	Net Income at Reg. to Govt
Allentown	2,073,344.51	none	1,567,750.00	383,000.00		38,908.51	1,177,841.49	* 96,704.96	none	44,521.91	* 94,986.61
Alpha	12,439,972.29	2,000,000.00	8,000,000.00	none	2,225,285.73		13,445,614.19	44,900.73	57,491.63	3,336.60	365,305.41
Atlas	20,193,075.64	1,171,464.00	8,224,586.76	5,071,442.00	4,364,870.37		14,161,100.61	105,381.40	106,841.63	3,491.82	106,454.40
Beth	1,264,815.06	none	700,000.00	2,850,000.00	224,781.42		941,714.26	36,866.96	2,991.34	17,100.00	11,518.18
Cogday	4,531,777.19	939,000.00	2,000,000.00	5,000,000.00	539,184.06		3,436,184.15	70,396.04	none	84,142.51	70,245.42
Dexter	1,221,453.66	7,040.00	392,960.00	none	676,267.50		1,024,517.54	137,954.65	31,977.11	none	107,476.76
Edison	715,758,040.26	2,916,052.00	12,200,000.00	1,500,000.00		2,613,673.91	6,644,622.80	* 551,082.47	none	354,220.12	* 2,613,315.94
Glenn	3,194,329.16	1,880,000.00	1,110,000.00	650,000.00	102,742.72		3,082,742.72	37,048.96	4,127.35	39,485.17	4,081.54
Glenn Falls	1,428,342.26	1,000,000.00	500,000.00	291,000.00	277,746.16		1,085,774.50	217,971.21	97,159.57	18,207.11	100,651.40
Herricks	2,307,112.67	none	1,130,000.00	688,080.89	296,212.05		1,039,922.03	20,440.26	none	48,177.23	20,440.26
Kelchbeck	2,911,161.54	1,700,500.00	704,800.00	none	40,909.16		2,615,103.27	187,701.87	22,034.60	2,082.57	172,091.42
Lawrence	2,443,145.30	none	1,800,000.00	none	326,232.72		2,207,060.17	111,806.17	11,056.95	32,058.77	18,276.32
Lehigh	11,476,171.93	none	7,227,701.13	none	3,787,775.44		11,722,343.29	340,324.07	44,750.24	65,717.20	302,114.03
Namath	3,585,738.65	550,000.00	530,000.00	783,000.00	1,580,985.17		2,618,449.61	238,110.44	42,280.33	46,516.62	170,238.36
Penn-Allen	1,026,197.27	100,000.00	246,100.00	317,700.00	237,697.57		584,012.01	40,322.45	4,591.67	16,000.63	40,445.13
Pennsylvania	1,565,219.57	355,200.00	450,100.00	261,730.00	290,591.81		1,115,825.63	129,053.54	21,404.94	12,646.87	121,396.84
Phoenix	1,018,615.64	75,000.00	175,000.00	614,500.00		174,954.30	312,849.96	21,792.40	none	37,848.31	21,792.40
Security	2,072,182.07	500,000.00	1,000,000.00	465,000.00	246,245.47		1,966,295.41	81,277.22	10,464.35	55,082.43	19,639.17
Vulcanite	2,971,010.65	none	2,100,000.00	none	557,622.15		2,636,262.15	84,697.55	9,922.78	15,246.40	67,491.17
Total	97,984,128.21	12,974,274.00	48,844,316.91	12,394,622.89	16,363,419.87	2,902,534.75	71,196,207.65	2,562,363.08	47,461,519.55	1,244,254.45	45,358,644.44

1. REORGANIZATION

2. FISCAL YEAR ENDING OCT. 31*

3. FISCAL YEAR ENDING MAY 30

4. FISCAL YEAR ENDING NOV. 30

5. FISCAL YEAR ENDING DEC. 31

6. FISCAL YEAR ENDING JAN. 31

7. FISCAL YEAR ENDING FEB. 28

8. FISCAL YEAR ENDING MAR. 31

9. FISCAL YEAR ENDING APR. 30

10. FISCAL YEAR ENDING MAY 31

* ADJUSTMENT FOR REORGANIZATION

* ADJUSTMENT FOR REORGANIZATION

* ADJUSTMENT FOR REORGANIZATION

* ADJUSTMENT FOR REORGANIZATION

* ADJUSTMENT FOR REORGANIZATION

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* ADJUSTMENT FOR REORGANIZATION

* ADJUSTMENT FOR REORGANIZATION

ALL COMPANIES Def. Ex. No. D 271 G

No. 2

YEAR 1919

FINANCIAL STATEMENT

Company	Book Value Gross Assets	Preferred Stock	Common Stock	Funded Indeb.	Surplus	Deficit	Invested Capital as Rept. to Gov't	No Earnings Rept. to Gov't	Federal Income & Profit Taxes	Interest Paid	Net Income as per Books
Allentown +	2,105,716.14	NONE	1,156,750.00	388,000.00	2,299,595.12	133,877.12	1,022,852.80	58,411.85	5,640.18	50,910.29	63,538.23
Alpha	13,141,822.63	2,000,000.00	8,000,000.00	NONE	508,959.14		136,920,000.60	935,222.40	70,972.49	NONE	938,166.70
Atlas	22,072,565.17	1,299,457.00	8,156,531.16	4,873,280.47	201,160.00		14,641,177.75	1,371,391.86	172,480.15	278,448.22	1,163,726.44
Beth	1,332,609.39	NONE	700,000.00	215,000.00	4102,598.64		949,207.87	125,815.26	24,511.62	17,100.00	104,766.95
Copley	4,488,419.63	939,000.00	2,000,000.00	500,000.00	658,432.90		3,326,163.42	4,554.52	NONE	75,133.36	6,337.87
Dexter	1,381,799.36	3,040.00	376,960.00	NONE			1,041,099.57	342,402.01	113,091.05	NONE	251,716.35
Edison	15,725,523.77	2,916,450.00	12,000,000.00	1,500,000.00	14,551,544	4,766,919.90	6,644,062.50	572,299.02	NONE	388,762.74	6,246,62.17
Giant	3,895,309.65	1,880,000.00	1,110,000.00	600,000.00	527,377.05		3,135,515.44	326,441.68	51,570.08	23,911.51	273,125.62
Glens Falls	1,609,415.44	100,000.00	500,000.00	298,000.00	216,841.20		1,153,010.81	233,077.63	48,351.87	17,800.00	182,623.54
Hercules	2,263,621.11	NONE	1,189,000.00	616,266.61	173,384.24		1,488,794.63	58,802.29	5,680.23	47,421.75	52,802.29
Kaiserbucker	3,664,422.80	1,700,000.00	1,556,700.00	NONE	330,477.80		3,477,298.92	212,812.23	20,645.96	7,529.85	19,478.19
Lawrence	2,500,563.46	NONE	2,000,000.00	NONE	4,217,855.63		2,302,072.79	338,134.38	60,641.63	26,283.85	334,139.62
Lehigh	13,003,761.75	NONE	7,227,708.13	NONE	1,752,013.85		12,131,275.57	1,357,311.64	238,329.96	65,060.06	1,091,602.52
Neenath	3,710,265.11	530,000.00	530,000.00	788,000.00	259,122.72		2,796,374.49	399,981.90	68,187.14	48,275.00	322,306.43
Penn-Allen	917,783.49	100,000.00	246,100.00	304,700.00	1,352,913.37		604,800.93	70,862.05	10,392.25	18,133.99	56,146.90
Pennsylvania	1,714,129.11	355,200.00	478,100.00	250,000.00	359,364.65		1,238,414.87	211,367.27	34,542.00	12,500.00	186,536.69
Phoenix	444,464.83	209,000.00	102,400.00	281,500.00	212,913.37		583,034.91	4,194.82	NONE	20,508.36	5,778.15
Security	2,172,752.55	500,000.00	400,000.00	927,000.00	245,935.30		1,145,935.30	231,454.26	44,222.69	56,489.73	37,500.84
Vulcanite	2,993,109.46	NONE	2,100,000.00	NONE	519,536.77		2,611,536.77	228,308.48	23,580.25	14,512.49	160,356.51
Total	100,299,565.57	13,081,747.00	49,850,269.29	11,611,747.15	4,900,817.02	4,900,817.02	759,794,732.00	594,876,469	1,017,243.53	1,150,051.20	4,794,798.40

* ON BARE LOANS

* LOSS UNDER TAX RESERVE

* INCLUDING TAXES

* REORGANIZATION

2 FIGURES ALLOCATED TO EASTERN HILLS
3 FIGURES SPIN OFFING MAY 20
4 INCLUDES FINANCIAL RESERVE MADE IN 1921
5 LOSS APPROPRIATION RESERVE

A COMPUTED BUT NOT REPORTED

ALL COMPANIES Deft. Ex. No. D 271 H

YEAR 1920

No. 2

FINANCIAL STATEMENT

Company	Book Value Gross Assets	Preferred Stock	Common Stock	Funded Indeb.	Surplus	Deficit	Invested Capital as Rep'd to Gov't	Net Earnings Rep'd to Gov't	Federal Income & Profit Taxes	Interest Paid	Net Income as per Books
Allentown	2,617,142.46	26,000.00	578,375.00	380,000.00	473,676.61		1,317,242.61	21,260.49	142.60	35,651.28	5,949.31
Alpha	15,219,125.37	3,000,000.00	8,000,000.00	NONE	2,955,534.57		1,218,229.44	1,282,279.56	129,223.96	NONE	981,424.09
Atlas	21,547,244.45	1,645,362.00	7,357,722.12	4,226,022.10	5,729,522.27		14,160,736.91	4,545,717.33	96,642.00	227,105.01	3,717,581.66
Bath	1,387,406.69	NONE	700,000.00	285,000.00	24,224.95		977,372.11	12,306.32	14,332.94	17,100.00	93,018.48
Coplay	4,167,360.91	94,000.00	2,000,000.00	500,000.00	368,040.77		3,229,401.20	4,239.96	224.00	34,556.77	4,015.96
Dexter	140,340.71	3,040.00	396,960.00	NONE	795,230.42		1,183,410.92	163,416.64	27,662.99	NONE	135,947.00
Edison	15,708,059.35	2,914,650.00	12,000,000.00	1,500,000.00	5,397,652.71		6,644,062.50	821,846.32	NONE	128,611.06	260,592.42
Giant	4,168,334.15	1,840,000.00	1,110,000.00	550,000.00	356,826.10		2,645,922.64	163,071.79	15,738.49	18,196.89	146,013.48
Glens Falls	1,701,872.65	100,000.00	500,000.00	288,000.00	666,241.06		1,200,466.15	516,334.95	4,893.80	17,851.78	45,123.90
Hercules	2,381,783.05	NONE	1,500,000.00	854,510.61	41,356.51		1,503,621.86	231,734.45	NONE	56,574.37	22,853.41
Knickerbocker	3,644,550.15	1,700,000.00	1,556,700.00	NONE	245,822.42		3,522,521.27	195,641.50	19,091.90	41,258.60	184,347.77
Lawrence	2,900,785.98	NONE	2,000,000.00	NONE	431,090.61		2,785,041.48	197,733.21	19,040.17	14,760.34	143,747.98
Lehigh	15,037,421.03	NONE	7,690,724.07	NONE	5,390,500.32		13,618,140.41	669,799.49	98,189.60	6,355.18	546,104.89
Namath	3,165,419.78	550,000.00	530,000.00	744,000.00	2,053,332.79		3,040,440.73	591,919.97	120,376.44	41,591.71	470,518.12
Penn-Allen	1,032,455.99	100,000.00	2,710,000.00	287,300.00	281,289.62		6,373,000.34	66,839.93	4,048.37	16,257.37	61,997.43
Pennsylvania	1,789,918.71	355,200.00	478,100.00	250,000.00	524,589.34		1,357,889.34	252,764.25	45,230.52	12,500.00	252,566.72
Phoenix	98,307.46	200,000.00	101,990.00	271,500.00	207,135.22		469,853.46	905.61	19,608.93	24,522.66	99,193.18
Security	2,024,455.80	500,000.00	400,000.00	807,000.00	213,476.14		1,113,476.14	144,744.47	20,703.32	46,604.78	92,636.39
Vulcanite	2,497,660.77	NONE	2,100,000.00	NONE	587,973.51		2,904,207.84	73,765.13	7,176.59	16,222.72	54,642.53
Total	102,137,760.76	13,122,653.00	40,241,821.19	110,733,342.71	2,514,606.07	54,330,942.95	76,133,319.45	3,683,232.95	587,180.13	720,127.52	3,404,990.16

FIGURES ALLOCATED TO EASTERN MILLS
ON BANK LOANS
SECURE TAX REBATE

ALL COMPANIES

Deft. Ex. No. D 271 I

YEAR 1921

No. 2

FINANCIAL STATEMENT

Company	Book Value Gross Assets	Preferred Stock	Common Stock	Funded Indeb.	Surplus	Deficit	Invested Capital as Rept. to Gov't	Net Earnings Rept. to Gov't	Federal Income % Profit Taxes	Interest Paid	Net Income as per Books
Allentown	24,500.00	57,837.50	387,500.00	463,816.92			63,006.87		none	45,041.00	78,186.87
Alpha	10,600.00	2,000.00	10,000.00	1,367,615.15			312,420.98		31,242.10	none	368,866.63
Atlas	23,964,322.07	1,604,840.56	11,721,170.32	3,712,732.07	2,623,231.97		14,701,006.10	1,238,333.33	146,256.00	213,508.27	1,036,179.07
Bath	1,541,488.55	none	910,000.00	215,000.00	111,316.43		994,182.82	18,700.31	1,646.16	17,100.00	17,803.02
Coplay	4,265,977.23	939,000.00	2,000,000.00	500,000.00	315,940.73		3,254,970.73	52,746.65	none	62,639.93	52,746.65
Dexter	1,308,180.67	3,740.00	992,410.00	none	205,348.15		1,197,865.65	312,142.37	82,670.77	41.63	237,855.57
Edison H	5,775,886.06	3,000,000.00	1,500,000.00	3,500,000.00		5,651,945.13	6,644,062.30	50,000.00	none	24,682.52	35,609.02
Giant	4,261,933.47	1,180,000.00	1,110,200.00	500,000.00	502,820.40		2,883,263.37	44,849.77	4,438.99	29,579.57	111,223.34
Glens Falls	1,561,253.07	100,000.00	500,000.00	295,000.00	600,077.99		1,163,397.75	20,028.25	3,449.89	17,782.67	165,583.66
Hercules	2,721,481.82	none	1,500,000.00	912,346.61		64,209.97	4,435,790.01	41,834.70	none	68,506.31	48,341.70
Knickerbocker	3,961,451.83	1,700,000.00	1,356,700.00	none	311,210.40		3,538,482.00	39,277.84	10,131.44	15,518.97	34,277.84
Lawrence	3,430,806.63	none	2,500,000.00	none	437,407.14		2,876,472.00	76,373.66	7,632.53	4,639.33	82,796.21
Lehigh	16,774,816.11	none	7,640,724.07	none	6,413,202.63		14,517,990.05	571,742.90	56,644.46	42,860.51	482,010.42
Nazareth	4,167,809.06	550,000.00	530,000.00	505,000.00	2,512,627.60		3,499,642.11	117,000.00	11,700.00	28,475.82	107,818.82
Penn-Allen	1,126,935.97	100,000.00	2,500,000.00	225,600.00	301,277.05		651,287.05	69,351.57	6,735.19	13,505.83	63,131.52
Pennsylvania	2,145,034.85	355,600.00	478,000.00	250,000.00	574,204.06		1,403,904.06	51,132.67	5,000.00	12,500.00	51,132.67
Phoenix	1,190,791.57	209,000.00	106,990.00	2,115,500.00	306,328.46		565,870.46	107,723.92	21,474.17	25,022.47	112,453.70
Security	2,167,305.34	500,000.00	400,000.00	849,000.00	236,171.53		1,136,171.53	95,963.18	9,588.00	45,337.16	75,411.97
Vulcanite	3,237,653.62	none	2,100,000.00	200,000.00	571,758.65		2,660,458.65	117,414.64	none	28,776.16	117,414.64
Total	100,512,632.42	13,206,410.54	45,764,559.97	12,543,918.75	17,651,314.80	5,716,155.12	790,758,300.29	2,962,716.84	43,339.59	917,795.43	2,602,205.63

FIGURES ALLOCATED TO LANTERN MILLS
 ALL COMPANIES, 1921-22 PAID 96.19% OF TAXES, \$2,519.67
 ESTIMATED
 1922

FIGURES FOR 1920 TAXES
 ALL COMPANIES, 1920-21 PAID 96.19% OF TAXES, \$2,519.67
 ESTIMATED
 1921

FIGURES FOR 1921 TAXES
 ALL COMPANIES, 1921-22 PAID 96.19% OF TAXES, \$2,519.67
 ESTIMATED
 1922

FIGURES FOR 1922 TAXES
 ALL COMPANIES, 1922-23 PAID 96.19% OF TAXES, \$2,519.67
 ESTIMATED
 1923

Deft. Ex. No. D 272 A

THE ATLAS PORTLAND CEMENT COMPANY

DETAILS OF TOTAL EXPENSE

(PER BARREL)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COAL	02006	01965	01824	01923	02118	03400	03286	04453	03418
MATERIAL	01872	01297	01223	01349	01654	02270	02375	02657	02635
LABOR	02427	02610	02386	02695	03289	04056	04816	05646	04038
REPAIRS									
INVESTMENTS									
DEPRECIATION	00299	00341	00473	00442	00380	00715	00641	00560	00754
GENERAL	00762	00795	00766	00662	00743	01436	01114	01262	01656
EXTENSIVE	00470	00505	00510	00115	00396	00232	00386	00265	00444
SHIPPING									
SALES	00230	00406	00467	00723	00794	00950	01200	00984	01432
FINANCIAL	00008	00007		00024	00241	00171	00258	00053	00279
BALANCE	00156	00164	00013	00094	00065	00019	00906	01872	00171
NET PROFIT	00823	00697	00298	01316	01606	01516	01814	00557	02081
AMOUNT PAID	02241	02459	02238	02925	1.1886	1.4727	1.6096	1.8309	1.6958

① Profit

② Loss

③ Total cost of sale

④ Amortization

and other items - H

Deft. Ex. No. D 272 C

PENN. ALLEN CEMENT COMPANY

DETAILS OF TOTAL EXPENSE
(PER BARREL)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
GRAN.	0.2210	0.2320	0.2170	0.2580	0.4867	0.3658	0.3339	0.6853	0.4880
MATERIAL	0.0528	0.0883	0.1064	0.0402	0.1232	0.1654	0.1948	0.2892	0.2505
LABOR	0.1670	0.1925	0.1617	0.1682	0.2304	0.2818	0.2506	0.3373	0.2419
REPAIRS	0.0478	0.0482	0.0399	0.0511	0.0807	0.1024	0.1139	0.1749	0.1578
INS-STARS	0.0074	0.0104	0.0130	0.0116	0.0234	0.0180	0.0201	0.0214	0.0200
DEPR-DEPL					0.1082	0.0936	0.0990	0.1205	0.1233
GRANT AMT	0.0765	0.0879	0.0753	0.0837	0.0967	0.1461	0.1237	0.1829	0.2105
EXTENDING	0.0131	0.0364	0.0504	0.0365	0.0849	0.0935	0.1072	0.0901	0.0268
SHIPPING	0.0346	0.0453	0.0386	0.0428	0.0480	0.0468	0.0488	0.0705	0.0554
SALES	0.0480	0.0530	0.0520	0.0610	0.0690	0.1190	0.1410	0.1610	0.1340
FRONTAGE	0.0014	0.0009		0.0034	0.0029	0.0103	0.0175	0.0066	0.0102
RAIL FUEL		0.0138			0.0180	0.0508	0.0939	0.0859	
NET PROFIT	0.1346	0.0991	0.0105	0.1552	0.0447	0.0710	0.0916	0.1056	0.1002
AVERAGE	0.837	0.835	0.643	0.962	1.252	1.565	1.641	2.134	1.765

* P. R. F. R.
© 1925

Deft. Ex. No. D 272 D

COPLAY CEMENT MANUFACTURING COMPANY

DETAILS OF TOTAL EXPENSE (PER BARREL)

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COAL	0242	0250	0210	0239	0332	0295	0438	0610	0740
MATERIAL									
LABOR	0236	0210	0195	0259	0490	0655	0557	0673	0438
REPAIRS	0025	0022	0024	0026	0026	0053	0031	0046	0038
INSURANCE									
DEPRECIATION					0211	0266	0231	0229	0043
GRANTS ADN	00739	00907	00654	00889	01616	01714	01633	01442	02421
EXTENSIVE	0010	0013	0013	0090	0218	0046	0014	00102	0089
SHIPPING	0041	0044	0043	0053	0071	0093	0106	0122	0083
SELLING	0028	0045	0052	0093	0109	0101	0094	0081	0084
PROFIT	0001	0001	0001	0004	0001			00002	
LOSS									
NET PROFIT	0161	0144	0084	0204	0027	0070	0006	0003	0052
AVERAGE	07979	07937	06614	08769	12106	15234	16503	18982	17101

* Profit
0 Loss

Deft. Ex. No. D 273 A

Allen-Tenn Portland Cement Company

No. 7

BAGS

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913	.0922	.10	.0991
1914	.0844	.10	.0914
1915	.0610	.10	.0947
1916	.0816	.10	.0944
1917	.1196	.10	.1023
1918	.2311	.1967	.1269
Jan 1 to Sept. 14		.10	
Sept. 14 to Dec. 31		.25	
1919	.1758	.1545	.158
Jan 1 to Apr. 1		.26	
Apr. 1 to Dec. 31		.15	
1920	.2515	.2262	.192
Jan 1 to May 1		.18	
May 1 to Dec. 31		.25	
1921	.251	.114	.157
Jan. to Mch. 30		.25	
Mch. 30 to Dec. 31		.10	
ANNUAL STATEMENT OF PROFIT OR LOSS			
1913	Profit \$ 2,068.00	1916	Loss \$ 16,378.30
1914	Loss 4,889.58	1917	Loss 14,264.12
1915	Loss 9,031.44	1918	Profit 17,041.00
		1921	Loss 123,713.90

B A G S

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913 .089	.10	.10	.098
1914 .083	.10	.10	.092
1915 .064	.10	.10	.084
1916 .064	.10	.10	.098
1917 .115	.10	.10	.102
1918 .257	.106	.128	.126
Jan 1 to Sep 16		.10	
Sep 16 to Dec 31		.25	
1919 .180	.158	.159	.161
Jan 1 to Apr 2		.25	
Apr 2 to Dec 31		.15	
1920 .286	.197	.226	.219
Jan 1 to Apr 30		.15	
Apr 30 to Dec 31		.25	
1921 .130	.160	.114	.157
Jan 1 to Mar 28		.25	
Mar 28 to Dec 31		.10	
—	ANNUAL STATEMENT OF PROFIT OR LOSS	—	
1913 Profit \$30,235.82	1916 Profit \$48,494.9	1919 Loss 6,264.63	
1914 Profit 33,022.54	1917 Loss 91,980.30	1920 Loss 135,345.62	
1915 Profit 81,634.70	1918 Loss 152,578.00	1921 Loss 112,611.56	

Deft. Ex. No. D 273 C

The Atlas Portland Cement Company

No. 7

B A G S

Cost of New Bags		Cost of Repurchased Bags		Sales Price		Average Cost of Bags Sold
1913 [†]	0.814		0.922		.10	0.968
1914 [†]	0.827		1.024		.10	1.011
1915 [†]	0.884		1.023		.10	0.966
1916 [†]	0.728		1.053		.10	0.849
1917 [†]	1.232		1.064		.10	1.111
1918 [†]	1.609		1.132		.1230	1.208
Jan 1 to Sept 18					.10	
Sept 18 to Dec 31					.25	
1919	1.102		1.646		1.866	1.678
Jan 1 to Sept 1					.25	
Sept 1 to Dec 31					.15	
1920	2.452		1.960		2.159	2.021
Jan 1 to May 15					.15	
May 15 to Dec 31					.25	
1921	3.115		1.872		1.159	1.872
Jan 1 to Feb 28					.25	
Feb 28 to Dec 31					.10	
ANNUAL STATEMENT OF						
1913 [†]		Profit \$ 108,683.65	1916 [†]	Profit \$ 63,281.57	1.19	6038 258,323.59
1914 [†]		Profit 99,574.36	1917 [†]	Profit 44,841.31	1.20	6230 130,1735.43
1915 [†]		Profit 6,717.54	1918 [†]	Profit 12,309.32	1.21	6430 19,676.36

[†] Fiscal Year Ending Oct 31st
 † Four Years After 1913

Coplay Cement Manufacturing Company

No. 7

B A G S

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913 .0903	.10	.10	.0989
1914 .0834	.0992	.10	.0850
1915 .0704	.0998	.10	.0685
1916 .0728	.0985	.10	.0720
1917 .0870	.10	.10	.0996
1918 NONE	.1029	.1217	.1029
Jan. 15 Sept. 4		.10	
Sept. 10 to Dec. 31		.25	
1919 .1535	.1509	.1574	.1511
Jan. 1 to Mar. 31		.25	
Apr. 1 to Dec. 31		.15	
1920 .2389	.2073	.2365	.2119
Jan. 1 to Mar. 31		.15	
Apr. 1 to Dec. 31		.25	
1921 .2104	.1518	.162	.1620
Jan. 1 to Mar. 27		.25	
Mar. 28 to Dec. 31		.10	
ANNUAL STATEMENT OF PROFIT OR LOSS			
1913 Profit \$ 6946.20	1916 Profit 24134.98	1919 Loss 24193.99	
1914 Profit 13918.33	1917 Loss 35786.87	1920 Profit 77677.90	
1915 Profit 33265.15	1918 Loss 57638.25	1921 Loss 272987.40	

B A G S

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913 Average Budget	#		.0750
1914 .0835	#	.10	.0790
1915 .0840	.0977	.10	.0718
1916 .0850	.0990	.10	.0735
1917 .1725	.0998	.10	.1144
1918 .1771	.1032	.1164	.1250
Jan. 1 to Aug. 31		.10	
Sept. 1 to Dec. 31		.25	
1919 .1752	.1566	.1654	.1594
Jan. 1 to Mar. 31		.25	
Apr. 1 to Dec. 31		.15	
1920 .2080	.1867	.2153	.2172
Jan. 1 to Apr. 30		.15	
May 1 to Dec. 31		.25	
1921 Average Budget	.1678	.1211	.2172
Jan. 1 to Mar. 27		.25	
Mar. 28 to Dec. 31		.10	
—	ANNUAL STATEMENT OF	PROFIT OR LOSS	
1913	1916	1919	Cannot Furnish
1914	1917	1920	Profit \$26,610.76
1915	Profit \$2,000.00	1921	Loss 104,873.34

* Data not available

Deft. Ex. No. D 273 I

Glen Falls Portland Cement Company

No. 7

B A G S

Cost of New Bags		Cost of Repurchased Bags		Sales Price		Average Cost of Bags Sold	
1913	.093	.094			.10		.099
1914	.079	.081			.10		.088
1915	.062	.10			.10		.093
1916	.091	.10			.10		.091
1917	.120	.10			.10		.102
1918	.225	.104			.114		.117
Jan 1 to Sept 1					.10		
Sept 1 to Dec 31					.25		
1919	.165	.159			.161		.159
Jan 1 to Sept 1					.25		
Sept 1 to Dec 31					.15		
1920	.270	.190			.214		.207
Jan 1 to May 1					.15		
May 1 to Dec 31					.25		
1921	.130	.129			.125		.120
Jan 1 to Sept 1					.25		
Sept 1 to Dec 31					.10		
ANNUAL STATEMENT OF		PROFIT OR LOSS					
1913	Loss \$ 9672.14	1916	Loss \$ 8487.10	1919	Loss \$ 23046.50		
1914	Loss 3288.68	1917	Loss 6480.35	1920	Loss 11563.43		
1915	Profit 16808.26	1918	Loss 40298.78	1921	Loss 34115.03		

Deft. Ex. No. D 273 J

Hercules Cement CorporationNo. 7**B A G S**

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913			
1914			
1915			
1916			.1254
1298 #	1089	.10	.1254
1917	1062	.1318	.1354
1918		.10	
Jan 1 to Sept 16		.25	
Sept 17 to Dec 31	1583	.1586	1746
1919		.25	
Jan 1 to Mar 31		.15	
Apr 1 to Dec 31	1561	.2089	1748
1920		.15	
Jan 1 to May 4		.25	
May 5 to Dec 31	1469	.1261	.1833
1921		.25	
Jan 1 to Feb 28		.10	
Mar 1 to Dec 31			
ANNUAL STATEMENT OF		PROFIT OR LOSS	
1913	1916	1919	Loss \$ 37 307.54
1914	1917	1920	Profit 58761.84
1915	1918	1921	Loss 139427.69

* Begun Operation August

Deflt. Ex. No. D 273 K

Knickerbocker Portland Cement Company

No. 7

BAGS

[illegible]

Price to Govt changed on Sept. 1.

BAGS

Cost of New Bags		Cost of Repurchased Bags		Sales Price	Average Cost of Bags Sold
1913	.0917	1009		.0961	.0999
1914	.0855	.0995		.0965	.0985
1915	.0637	1053		.0962	.0992
1916	.0872	1002		.0925	.0977
1917	.1201	1003		.0971	1086
1918	.2195	.0936		.1021	.1170
Jan. 1 to Sep. 30			.10		
Oct. 1 to Dec. 31			.25		
1919	1970	.1446		.1673	.1561
Jan. 1 to Oct. 1			.25		
Oct. 2 to Dec. 31			.15		
1920	2646	2055		.2396	2193
Jan. 1 to May 2			.15		
May 3 to Dec. 31			.25		
1921	1621	1494		.1148	.1513
Jan. 1 to March 31			.25		
March 30 to Dec. 31			.10		
		FINANCIAL STATEMENT OF		PROFIT OR LOSS	
1913	Profit - 9814.69	1916	Profit - 3965.47	1919	Loss - 29541.99
1914	Loss - 490.34	1917	Loss - 31343.92	1920	Loss - 12147.20
1915	Profit - 32065.55	1918	Loss - 76789.47	1921	Loss - 223733.03

Deft. Ex. No. D 273 M

Lehigh Portland Cement Company

No. 7

B A G S

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913 .0917	.0994	.1011	.1038
1914 .0969	.1026	.1000	.1039
1915 .0758	.0990	.1000	.1028
1916 .0741	.0988	.1000	.1005
1917 .1213	.1027	.1000	.1047
1918 2809	.1041	.1234	.1300
Jan 1 to Sept 15		.10	
Sept 16 to Dec 31		.25	
1919 2295	.1547	.1610	.1691
Jan 1 to Oct 2		.25	
Oct 3 to Dec 31		.15	
1920 2623	.1981	.2222	.2418
Jan 1 to May 2		.15	
May 23 to Dec 31		.25	
1921 2336	.1661	.1207	.1421
Jan 1 to Nov 31		.25	
Oct 1 to Dec 31		.10	
ANNUAL STATEMENT OF PROFIT OR LOSS			
1913 Loss \$ 79,242.40	1916 Loss \$ 16,030.52	1919 Loss \$ 290,081.14	
1914 Loss 127,921.04	1917 Loss 153,444.93	1920 Loss 228,066.79	
1915 Loss 89,126.18	1918 Loss 165,223.88	1921 Loss 712,888.46	

B A G S

Cost of New Bags	Cost of Repurchased Bags	Sales Price	Average Cost of Bags Sold
1913 .0753	.1000	.1000	.079
1914 .0925	.1005	.1000	.100
1915 .0724	.0988	.1000	.095
1916 .1015	.1034	.1000	.103
1917 .1583	.1023	.1000	.108
1918 .2029	.1046	.1174	.125
Jan 16 Sept 1		.10	
Sept 16 Dec 31		.25	
1919 .1540	.1464	.1587	.151
Jan 16 Apr 1		.25	
Apr 16 Dec 31		.10	
1920 .2541	.1764	.2000	.191
Jan 16 May 1		.15	
May 16 Dec 31		.25	
1921 .0900	.1624	.1156	.181
Jan 16 March 28		.25	.224
March 28 Dec 31	.1421	.10	.134
	ANNUAL STATEMENT OF PROFIT OR LOSS		
1913 Loss \$12,053.10	1917 Loss \$11,059.79	1919 Loss \$7,174.10	
1914 Loss 12,874.48	1917 Loss 34,715.76	1920 Profit 31,678.31	
1915 Loss 11,816.59	1918 Loss 33,248.52	1921 Loss 217,699.35	
1916 Profit 1,816.59			

* Fiscal Year Ending June 30th* July 1st 1916 to Jan 1st 1917

Penn. Allen Cement Company

No. 7

BAGS

Cost of New Bags		Cost of Repurchased Bags		Sales Price		Average Cost of Bags Sold	
1913	.0930		.1000		.1000		.0923
1914	.0899		.1044		.1000		.1034
1915	.0689		.1000		.1000		.0941
1916	.0796		.1000		.1000		.0951
1917	.1123		.1023		.1000		.1045
1918	.1163		.1077		.1365		.1197
Jan 1 to Sep 16 '18		.104		.10			.118
Sep 16 to Dec 31 '18		.118		.25			.126
1919	.2123		.1557		.1589		.1678
Jan 1 to Apr 1 '19		.146		.25			.166
Apr 1 to Dec 31 '19		.158		.15			.172
1920	.2555		.1964		.2362		.2092
Jan 1 to May 1 '20		.149		.15			.166
May 1 to Dec 31 '20		.211		.25			.221
1921	.1803		.1602		.1191		.1639
Jan 1 to Aug 29 '21		.293		.25			.241
Aug 29 to Dec 31 '21		.142		.10			.147
—		ANNUAL STATEMENT OF		PROFIT OR LOSS			
1913		Profit \$ 1586.62	1916	Profit \$ 11,649.51	1919	Loss \$ 61,020.04	
1914		Loss 8,191.31	1917	Loss 11,482.57	1920	Loss 51,132.01	
1915		Profit 14,044.54	1918	Loss 25,194.59	1921	Profit 12,772.05	

B A G S

Cost of New Bags		Cost of Repurchased Bags		Sales Price		Average Cost of Bags Sold
1913	.023		.10		.10	.021
1914	.013		.10		.10	.017
1915	.011		.10		.10	.011
1916	.015		.09		.10	.011
1917	.10		.10		.10	.099
1918	.19		.107		.137	.113
Jan. 1 to Sept. 16				.10		
Sept. 16 to Dec. 31				.18		
1919	.171		.117		.154	.129
Jan. 1 to Apr. 1				.25		
Apr. 1 to Dec. 31				.15		
1920	.252		.195		.225	.211
Jan. 1 to Dec. 31				.18		
1921	.1875		.143		.114	.157
Jan. 1 to Feb. 28				.25		
Feb. 28 to Dec. 31				.10		
		FINANCIAL STATEMENT OF		Profit on Loss		
1913		Profit	1916	Loss	1919	Loss 1921.31
1914		Loss	1917	Loss	1920	-----
1915		Profit	1918	Loss	1921	Loss 11243.08

1291

2284

B A G S

Cost of New Bags		Cost of Repurchased Bags		Sales Price		Average Cost of Bags Sold	
1913	.094		.10		.10		.099
1914	.080		.10		.10		.092
1915	.067		.10		.10		.093
1916	.086		.10		.10		.099
1917	.136		.10		.10		.099
1918	.234		.103		.124		.141
Jan. 1 to Sept. 15					.10		
Sept. 15 to Dec. 31					.21		
1919	.206		.137		.139		.139
Jan. 1 to Sept. 15					.33		
Sept. 15 to Dec. 31					.15		
1920	.290		.201		.237		.182
Jan. 1 to Sept. 1					.15		
Sept. 1 to Dec. 31					.25		
1921	.109		.156		.117		.131
Jan. 1 to Mar. 30					.32		
Mar. 30 to Dec. 31					.10		
—		ANNUAL STATEMENT OF PROFIT OR LOSS		—		—	
1913	Profit \$ 228.30	1916	Profit \$ 1530.50	1919	Profit \$ 54950.23		
1914	Profit 17014.60	1917	Profit 1571.40	1920	Profit 2213.27		
1915	Profit 16418.52	1918	Loss 37428.54	1921	Loss 42548.33		

Vulcanite Portland Cement Company

No. 7

B A G S

Cost of New Bags	Cost of Repurchased Bags		Sales Price		Average Cost of Bags Sold
1913 .0880		.0997		.10	.1000
1914 .0882		.0998		.10	.1013
1915 .0885		.0999		.10	.1011
1916 .0879		.0999		.10	.1000
1917 .1208		.0998		.10	.1000
1918 .1895		.1053		.1319	.1118
Jan. 1 to Sept. 15				.10	
Sept. 15 to Dec. 31				.25	
1919 2146		.1489		.1592	.1512
Jan. 1 to Sept. 15				.25	
Sept. 15 to Dec. 31				.15	
1920 2603		.1979		.2304	.2043
Jan. 1 to May 10				.10	
May 10 to Dec. 31				.25	
1921 1580		.1524		.1151	.1216
Jan. 1 to Sept. 28				.25	
Sept. 28 to Dec. 31				.10	
ANNUAL STATEMENT OF PROFIT OR LOSS					
1913	Profit \$ 11,685.97	1916	Profit \$ 2,400.37	1919	Loss \$ 4,657.31
1914	Profit 1,072.48	1917	Loss 13,731.66	1920	Profit 4,966.02
1918	Loss 2,661.91	1918	Loss 2,157.77	1921	Loss 17,412.64
Inventory Loss (1921)					
On Bags \$ 756,200.33					

ALL COMPANIES

ANNUAL PROFIT OR LOSS ON BAGS

Company	1913	1914	1915	1916	1917	1918	1919	1920	1921	NET PROFIT (Loss) ENTIRE PERIOD
Allentown	2,068.00	4,892.85	9,031.44	549.11	14,264.12	17,041.00	16,318.30	77,260.32	123,713.80	72,452.40
Alpha	30,255.82	33,022.54	81,635.70	4,848.42	91,980.39	152,398.00	6,264.43	135,305.62	112,611.56	349,098.56
Atlas	109,684.65	99,574.36	6,717.54	65,281.59	44,801.31	12,308.22	205,202.58	1,301,736.43	89,676.36	1,509,890.23
Bath	2,387.04	11,831.32		17,872.24	7,939.09	21,116.92	21,183.64	5,881.25	100,000.00	136,583.24
Coplay	5,346.60	12,918.33	33,245.15	20,134.38	35,186.87	87,638.25	24,193.99	77,677.80	273,987.40	265,643.83
Deater			DATA	NOT AVAILABLE						
Edison	10,712.43	8,838.10	SHUT DOWN	6,879.47	28,832.06	INCLUDED IN 1919	101,614.52	21,257.83	392,189.45	570,315.86
Giant			20,000.00					26,610.76	109,873.34	58,262.88
Glen Falls			16,808.26							
Glen Falls	9,672.14	5,206.68		8,487.10	6,480.35	40,298.78	23,044.50	81,563.43	34,885.03	193,831.75
Hertsletts	BEGAN	OPERATIONS	IN 1917		11,319.93	6,223.48	37,307.58	58,761.84	135,927.69	136,077.03
Knickerbocker	9,727.29	5,567.69	452.73	20,170.88	574.90	NONE		NONE		
Lawrence	9,819.64	490.34	22,045.55	3,965.47	31,343.82	76,789.47	29,541.99	12,147.20	196,641.61	189,774.28
Lehigh	79,242.49	127,931.04	89,126.18	16,030.52	153,444.93	185,223.88	290,081.14	828,006.78	782,888.46	2,561,805.34
Newark	12,053.10	12,874.48	11,886.89	1,886.39	45,775.55	33,248.82	7,279.10	31,618.31	277,699.35	307,232.59
Penn. Allen	1,586.62		14,044.55	11,449.51	11,089.57	25,194.59	61,020.04	51,132.01	12,772.05	116,974.80
Pennsylvania			DATA	NOT AVAILABLE						
Phoenix	1,629.48		450.41							
Phoenix		3,961.18		816.26	1,866.77	2,087.75	1,961.51	NONE	88,842.15	97,475.33
Security	826.30	17,019.60	16,618.52	1,530.50	1,571.40		53,559.23	2,213.27	42,548.35	14,754.83
Valentia	11,689.87	1,072.48	2,661.91	2,400.37	13,728.66	2,159.77	4,650.31	4,046.02	195,672.87	186,736.78
Total Profit	51,689.43		92,340.98	118,989.96	481,120.85	640,659.13	774,837.62	2,157,932.64	3,175,128.38	6,887,910.12
Total Loss		28,236.68								

Deft. Ex. No. D 275 B

Alpha Portland Cement Co.

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
Jamestown, N.Y.	1917 ^{••}	24 377 702
Alpha, N.J. #1	1892 [†]	200 000 000
" " #2	1901 [*]	
Martins Creek #3	1899 [*]	40 089 600
" " #4	1903 [*]	62 356 800
Manheim, N.Y.	1900 ^{••}	270 141 696
Catskill, N.Y.	1900 [†]	35 027 520

† Rebuilt between 1892 & 1898 - Now obsolete

* Rebuilt 1903 & 1906 - Not operated since 1916

• Rebuilt 1893 & 1907

•• Rebuilt 1913

•• Purchased 1909. Rebuilt 1914

†† " 1909. " between 1909 & 1913

•• " 1917 " since 1917

Deft. Ex. No. D 275 C

The Atlas Portland Cement Co.

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
Plant # 2	1896*	in excess of 50 years
" 3	1900*	
" 4	1905*	
" 7	1910*	in excess of 50 years

*Began Operating

Deft. Ex. No. D 275 D

Bath Portland Cement Co.

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
<i>1 Plant</i>	<i>1905*</i>	<i>45,000 000</i>

* Addition 1917

Deft. Ex. No. D 275 G

Edison Portland Cement Co.

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
1 Plant	1900 *	30 000 000

* Construction Started

Deft. Ex. No. D 275 J

Hercules Cement Corporation

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
<i>1 Plant</i>	<i>1917</i>	<i>50000 000</i>

* Began Operating

Deft. Ex. No. D 275 M

Lehigh Portland Cement Co.

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
Ormerod #1	August 1898*	
" #2	July 1902*	50 585 051
" #3	October 1903*	
West Coplay	January 1901*	14 861 883
New Castle #1	March 1906*	
" #2	February 1908*	21 473 976
" #3	May 1909*	
Fogelsville	March 1907*	40 435 905
Ferdwick	April 1904*	10 501 908

* Began Operating

Deft. Ex. No. D 275 N

Nazareth Cement Company

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrels)
MILL	BUILT	
1 Plant	1898*	38000 000

* Rebuilt 1906

Def. Ex. No. D 275 O

Penn Allen Cement Company

Pennsylvania Cement Company

[illegible]

Deft. Ex. No. D 275 Q

Phoenix Portland Cement Co.

AGE OF MILLS		ROCK DEPOSIT SUPPLY (barrel)
MILL	BUILT	
1 Plant	1902*	40000000

* Rebuilt in 1911
Rebuilt 1920-1921

Security Cement & Lime Co

[illegible]

Began Operating

Glentworth Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
282 607.75.	286 754 29.	347 169.04.	30 395.31.	13 302.36

This Company shows Current Liabilities in excess of Current Assets (exclusive of Property and Plant) as indicated above

Deft. Ex. No. D 277 B

Alpha Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
2 373 116. 40	2 301 725. 12	2 411 127. 99	3 275 755. 47	3 436 935. 88

The Atlas Portland Cement Company

WORKING CAPITAL

1917 •	1918 •	1919	1920	1921
2 534 860.58	3 656 767.95	4 661 878.38	4 135 043.87	4 587 907.31

• Fiscal Year beginning Nov. 1st

Both Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
201,200.54	201,309.79	244,205.55	291,314.12	305,835.18

D-R. Ex. No. D 277 E

COPLEY CEMENT MANUFACTURING COMPANY

WORKING CAPITAL

1917	1918	1919	1920	1921
377,417.63	222,986.09	307,478.48	350,426.25	323,304.97

Deft. Ex. No. D 277 F

Baxter Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
577,358.54	591,847.66	322,346.12	568,832.48	570,344.33

Deft. Ex. No. D 277 G

Edison Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
518111.37	922091.14	1045682.56	1078124.86	1333594.71

Giant Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
564,968.21	481,024.56	555,138.47	716,712.84	538,004.29

Glens Falls Portland Cement Company
Deft. Ex. No. D 277 I

WORKING CAPITAL

1917	1918	1919	1920	1921
373,436.65	475,939.11	571,629.22	705,938.17	631,696.28

Deft. Ex. No. D 277 J

Hercules Cement Corporation

WORKING CAPITAL

1917	1918	1919	1920	1921
249544.28	1328.52	108289.98	353764.74	188942.77

Deft. Ex. No. D 277 K

Knickerbocker Portland Cement Co.

WORKING CAPITAL

1917	1918	1919	1920	1921
433,940.57	641,803.46	721,488.30	681,009.52	736,040.75

Deft. Ex. No. D 277 L

Lawrence Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
219 807.42	483 578.33	615 712.41	725 326.18	961 273.63

Deft. Ex. No. D 277 M

Lehigh Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
3 617 560.99	1 614 740.86	2 156 504.89	3 275 433.36	3 517 675.93

Deft. Ex. No. D 277 N

NATARETH CEMENT COMPANY.

WORKING CAPITAL

1917	1918	1919	1920	1921
\$ 470,763.84	\$ 463,865.26	\$ 680,173.17	\$ 940,623.03	\$ 1,191,066.80

Deft. Ex. No. D 277 O

Penn Allen Cement Company

1327

2320

WORKING CAPITAL

1917	1918	1919	1920	1921
151 589.16	162 196.21	191 792.19	191 966.19	193 840.02

Deft. Ex. No. D 277 P

Pennsylvania Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
414,238.26	491,683.36	617,286.76	791,289.42	898,293.74

D-ft. Ex. No. D 277 Q

Phoenix Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
13038.43 ^③	11244.11 ^③	201948.35	162430.46	325174.67

^③ Excess of Mining Liabilities

Security Cement & Lime Company Deft. Ex. No. D 277 R

WORKING CAPITAL

1917	1918	1919	1920	1921
263 403.59	396 997 68	393 913.82 r	607 164 14	607 340.70

Deft. Ex. No. D 277 S

Vulcanite Portland Cement Company

WORKING CAPITAL

1917	1918	1919	1920	1921
283 409 40	213 049 88	247 704 49	350 682 14	330 725 30

ALL COMPANIES WORKING CAPITAL

COMPANY	1917	1918	1919	1920	1921
ALLENTOWN	*	*	*	*	*
	282,607.75	286,754.29	347,169.06	303,953.31	138,023.36
ALPHA	2373,116.40	2301,745.82	2481,127.99	3,275,755.47	3,436,925.88
ATLAS	2534,862.58	3,656,767.95	4,661,878.38	4,135,043.87	4,587,907.31
BATH	201,200.54	201,309.79	244,205.55	291,314.12	305,895.18
COPLAY	377,417.63	222,986.09	307,478.48	350,426.25	323,304.97
DEXTER	577,358.54	591,847.66	582,346.12	568,832.48	570,364.33
EDISON	518,111.37	922,091.14	1,045,682.06	1,078,124.56	1,333,694.71
GIANT	564,968.21	487,024.56	515,138.47	716,712.84	538,004.29
GLENS FALLS	373,436.65	475,929.11	571,629.22	705,938.17	631,606.28
HERCULES	249,544.28	1,328.12	108,289.98	353,764.74	188,947.77
KNICKERBOCKER	433,990.17	641,803.46	721,488.30	681,009.52	736,040.75
LAWRENCE	219,807.42	483,578.33	615,812.41	745,326.18	961,273.63
LEHIGH	561,756.94	1,614,780.86	2,156,504.89	3,271,433.36	3,877,678.93
NAZARETH	470,763.84	463,865.36	680,172.17	940,423.03	1,191,066.80
PENN-ALLEN	151,589.16	162,196.21	191,792.19	191,966.19	193,840.22
PENNSYLVANIA	414,238.26	449,683.36	617,286.76	791,289.42	898,293.74
PHOENIX	13,038.43	11,294.11	201,948.35	162,430.46	321,174.57
SECURITY	263,403.58	396,997.68	393,513.82	607,164.14	607,840.70
VULCANITE	283,409.40	213,049.88	247,704.49	350,682.14	330,725.20
TOTALS (NET)	13,329.18	2,513,024,937.28	2,553,222.07	19,171,441.98	20,664,719.80

* CURRENT LIABILITIES IN EXCESS OF CURRENT ASSETS
EXCLUSIVE OF PROPERTY AND PLANT.

⊗ EXCESS OF WORKING LIABILITIES.

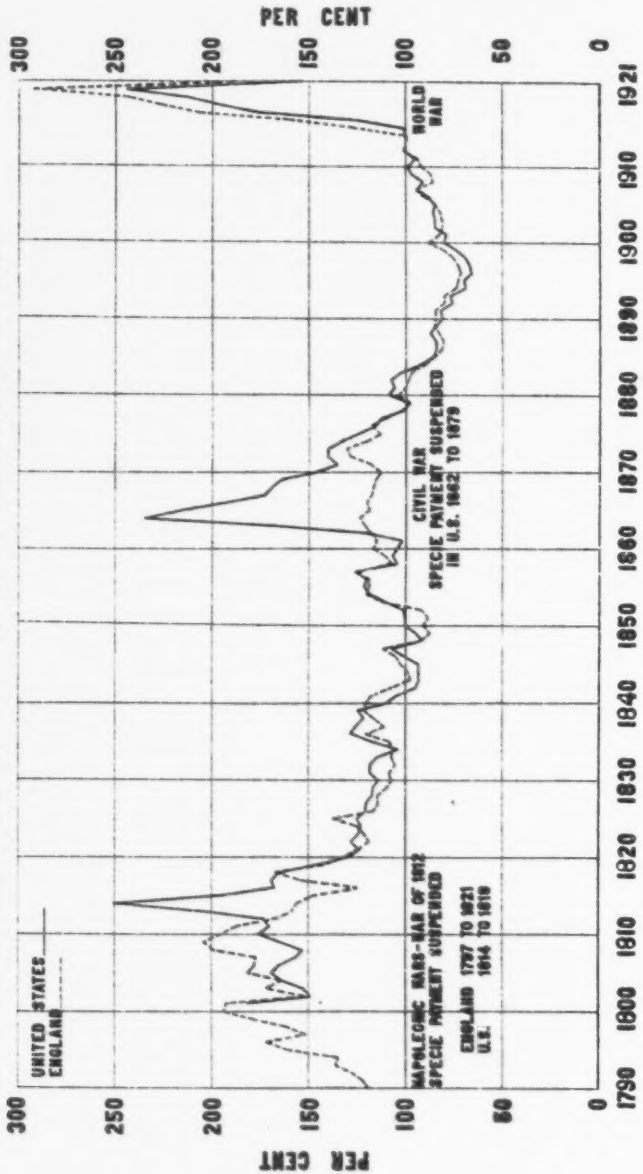
ALL COMPANIES
(PER BARREL)

YEAR	1913	1914	1915	1916	1917	1918	1919	1920	1921
AVERAGE PRICE REALIZED	0.838	0.855	0.721	0.946	1.227	1.539	1.637	1.911	1.711
AVERAGE EXPENSE	0.734	0.734	0.696	0.798	1.129	1.454	1.467	1.812	1.625

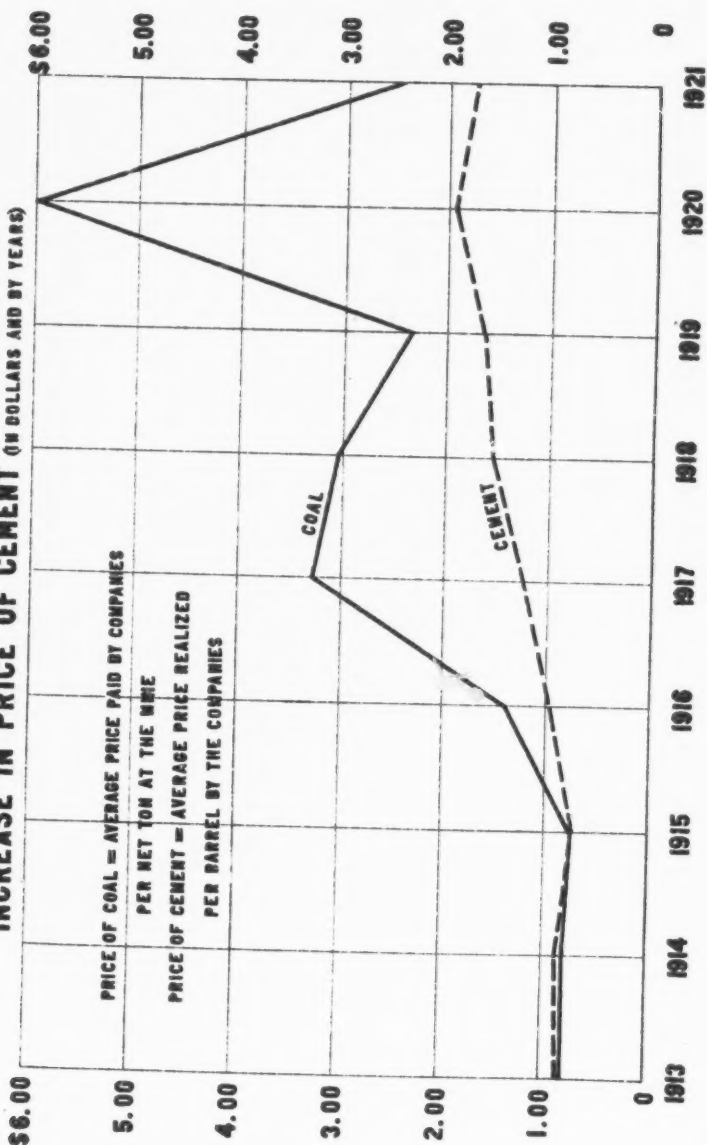
1333

Doc. Ex. No. D 285

EFFECT OF WAR ON PRICES **WHOLESALE COMMODITY PRICES IN THE UNITED STATES AND** **ENGLAND EXPRESSED AS PERCENTAGES OF FIGURES FOR 1913**

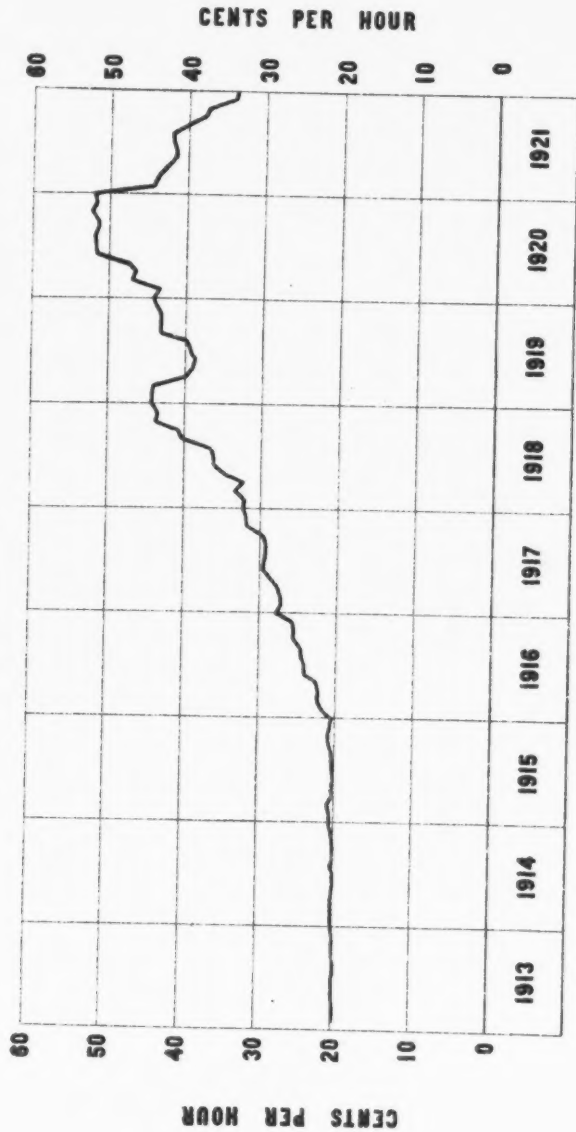


17 COMPANIES INCREASE OF PRICE OF COAL COMPARED WITH INCREASE IN PRICE OF CEMENT (IN DOLLARS AND BY YEARS)



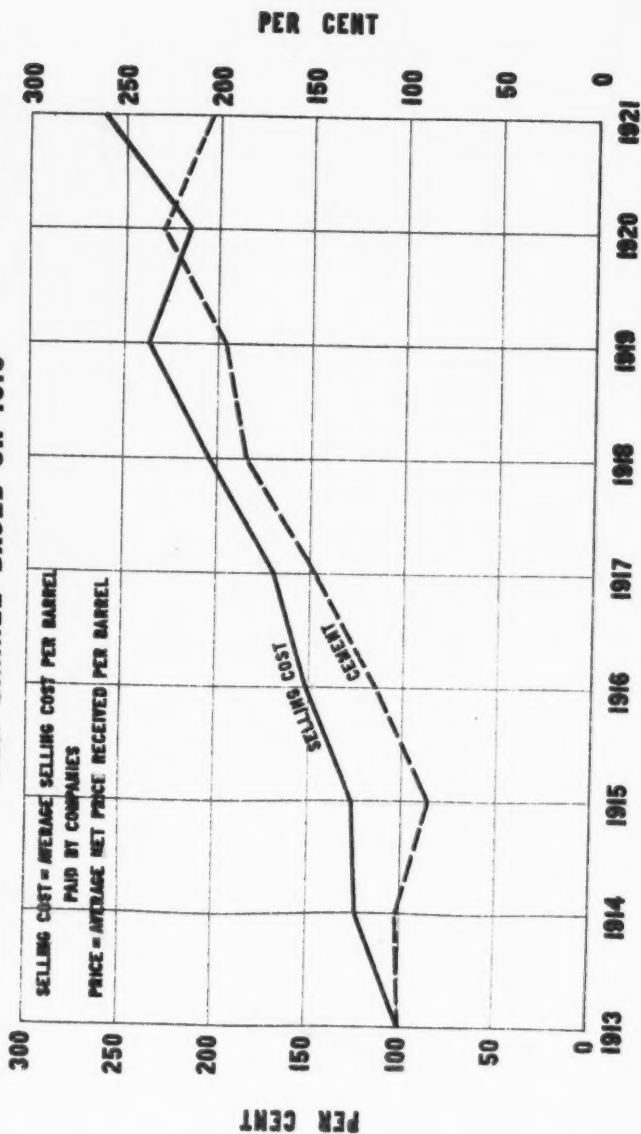
Deft. Ex. No. D 294

**ALPHA PORTLAND CEMENT COMPANY
AVERAGE HOURLY RATES PLANT WAGES**

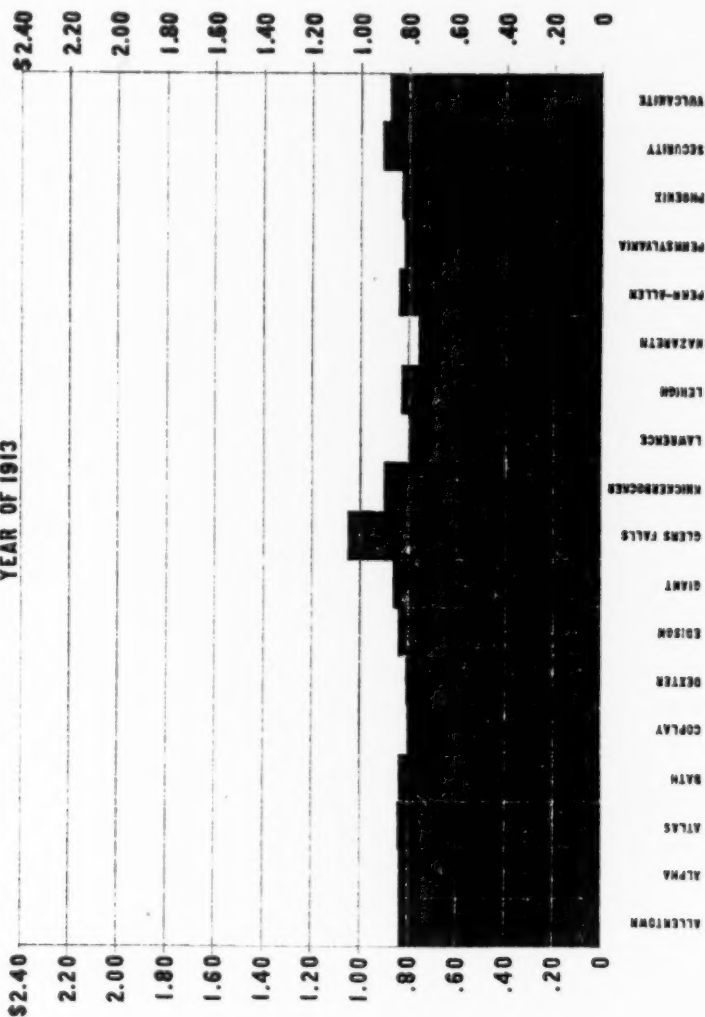


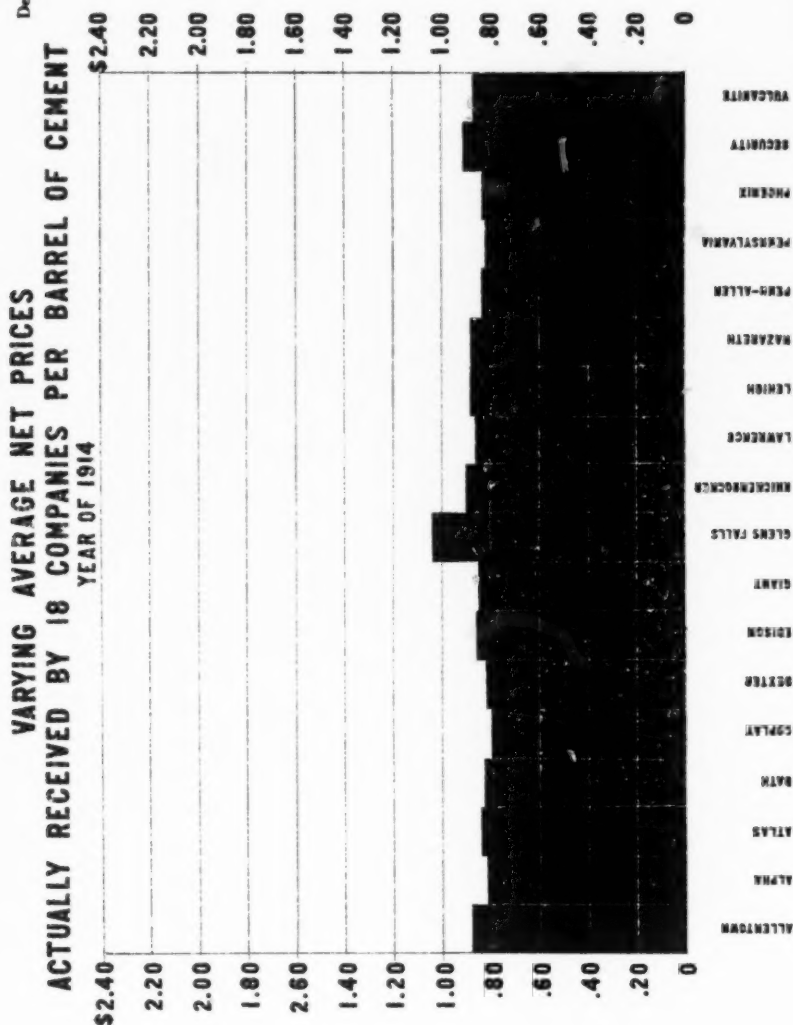
19 COMPANIES

PERCENTAGE OF INCREASE IN SELLING COST AND PRICE OF CEMENT
PER BARREL BASED ON 1913

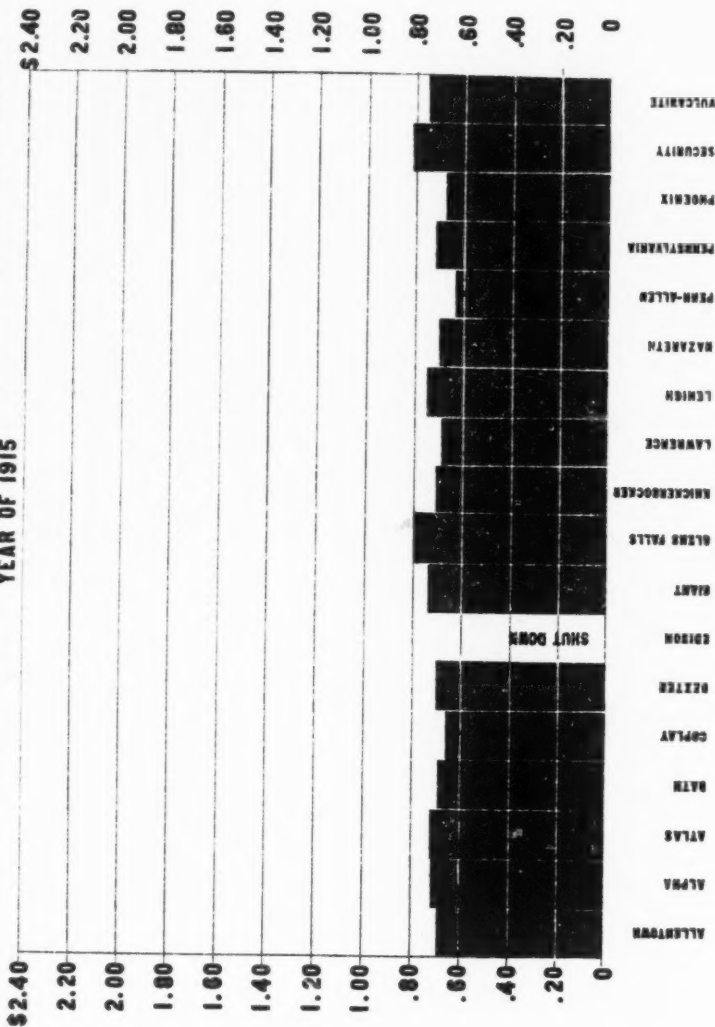


VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 18 COMPANIES PER BARREL OF CEMENT YEAR OF 1913

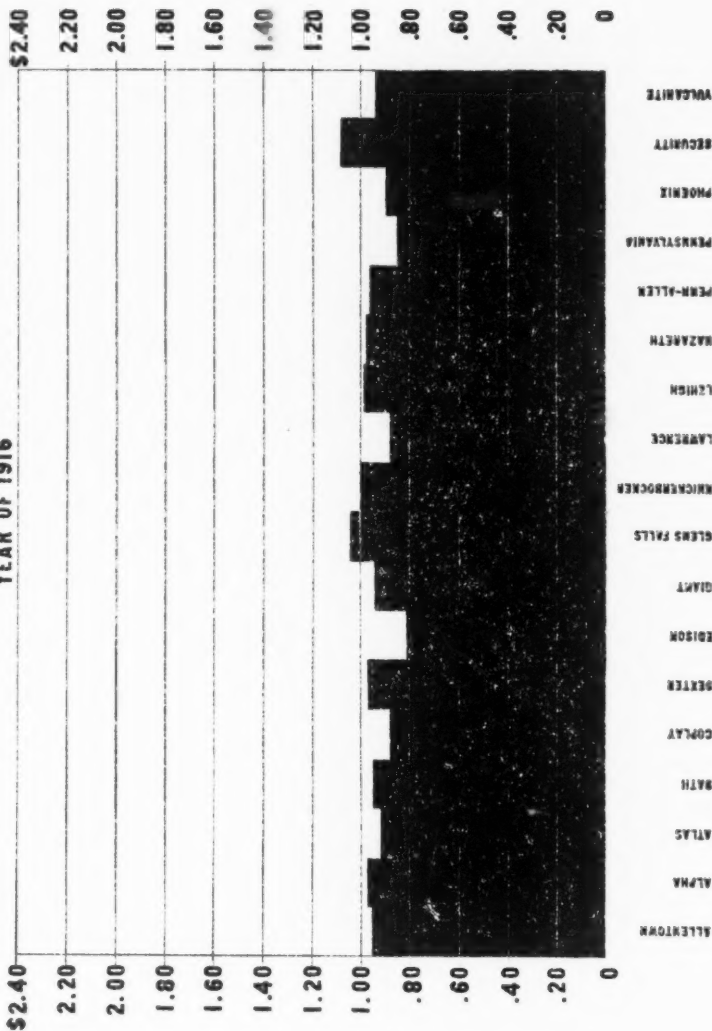




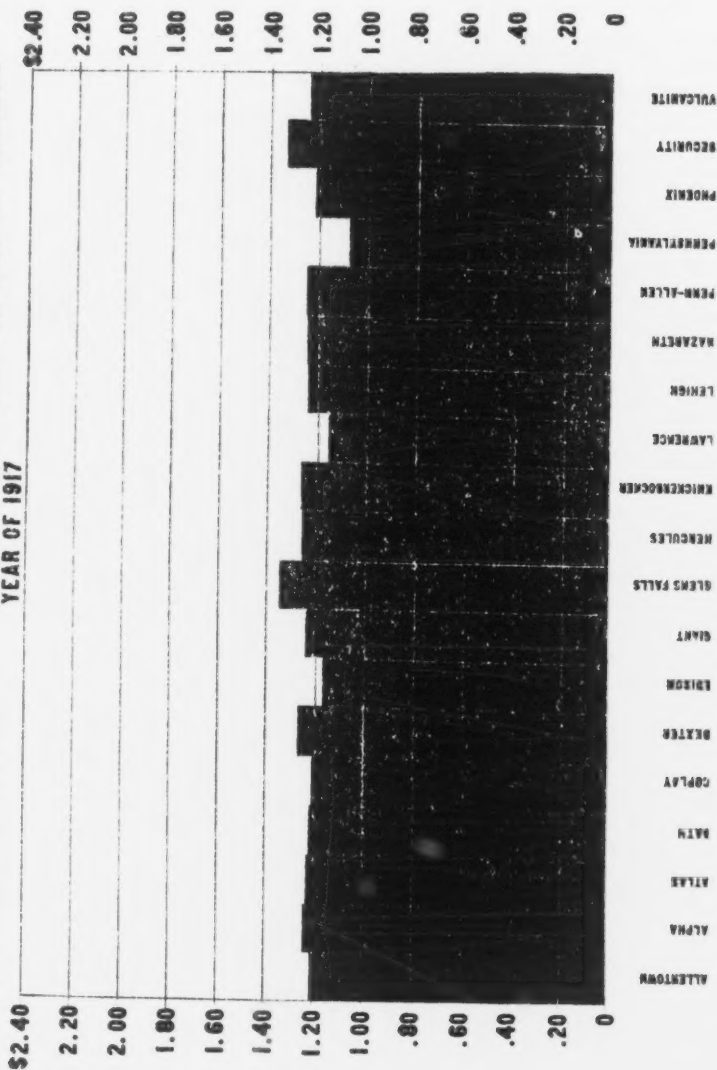
VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 18 COMPANIES PER BARREL OF CEMENT YEAR OF 1915



VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 18 COMPANIES PER BARREL OF CEMENT YEAR OF 1916



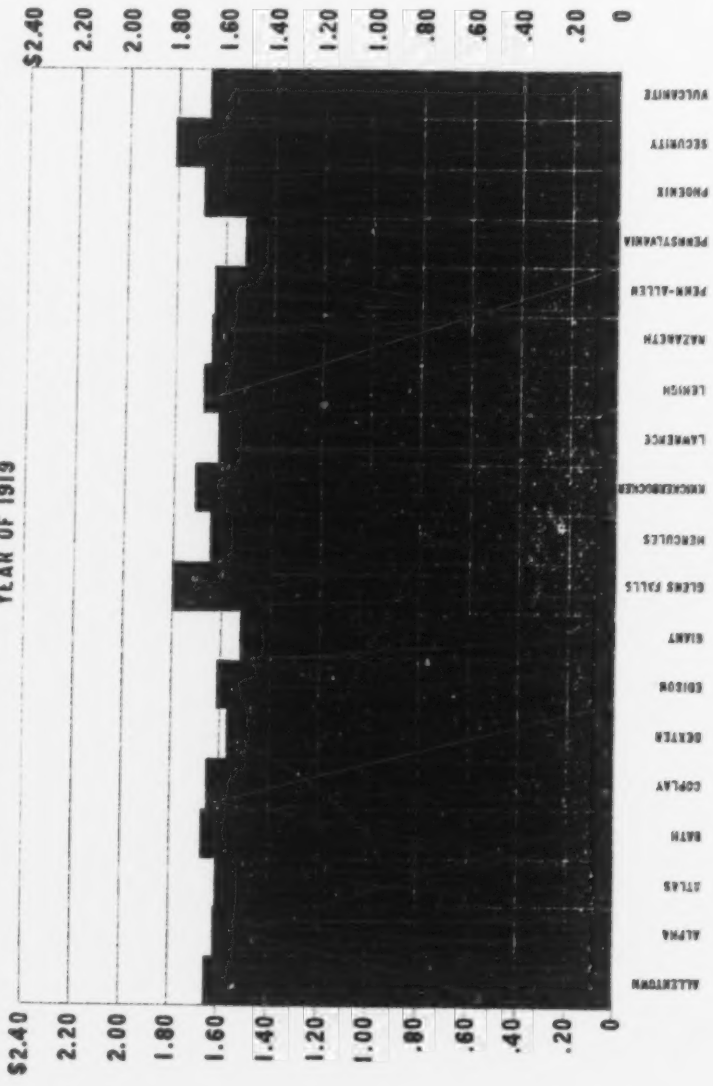
VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 19 COMPANIES PER BARREL OF CEMENT YEAR OF 1917



VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 19 COMPANIES PER BARREL OF CEMENT YEAR OF 1918

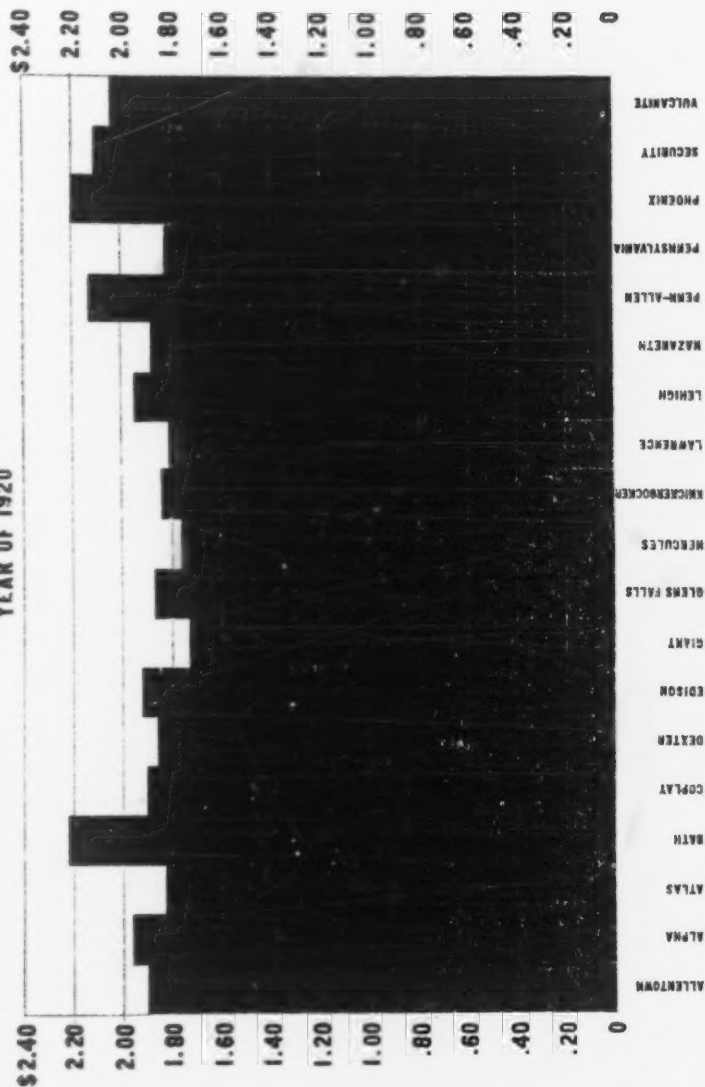


VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 19 COMPANIES PER BARREL OF CEMENT YEAR OF 1919



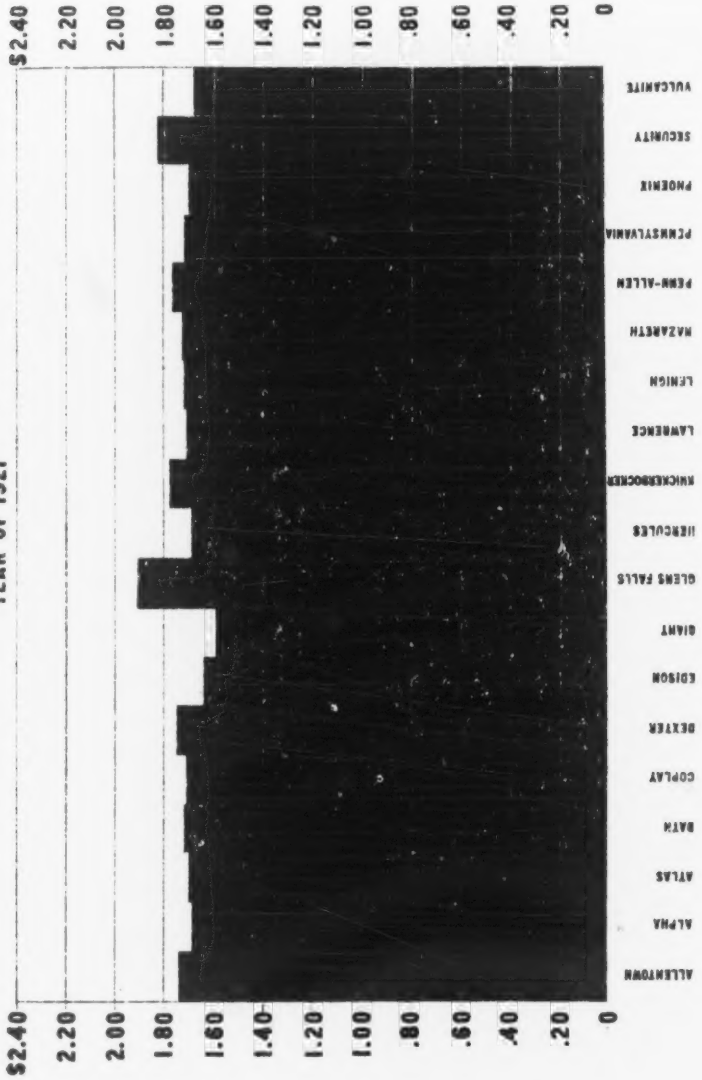
Deft. E₃ No. D 303

**VARYING AVERAGE NET PRICES
ACTUALLY RECEIVED BY 19 COMPANIES PER BARREL OF CEMENT
YEAR OF 1920**

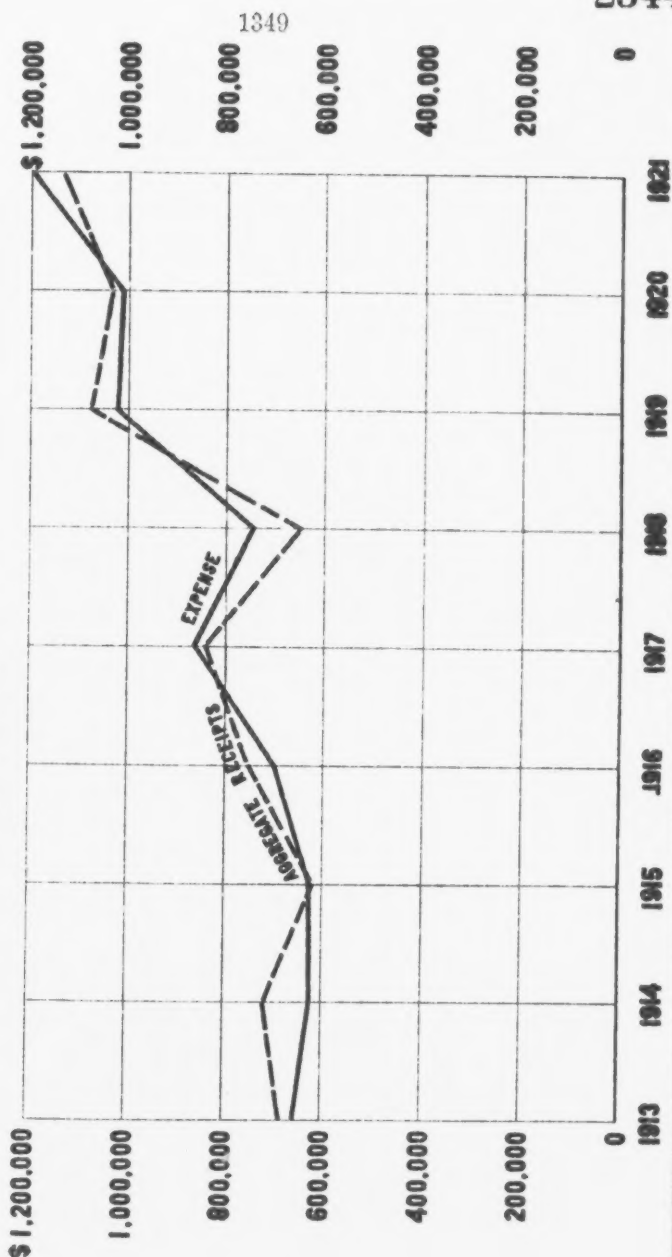


Deft. Ex. No. D 304

VARYING AVERAGE NET PRICES ACTUALLY RECEIVED BY 19 COMPANIES PER BARREL OF CEMENT YEAR OF 1921



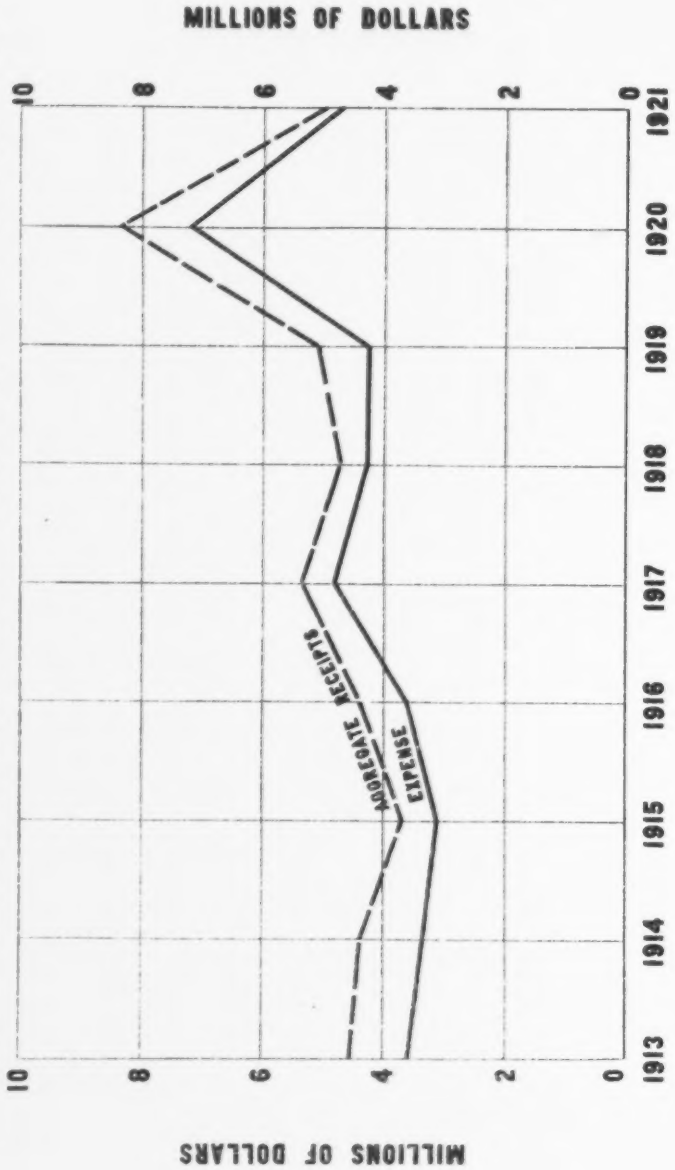
ALLENTOWN PORTLAND CEMENT COMPANY AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



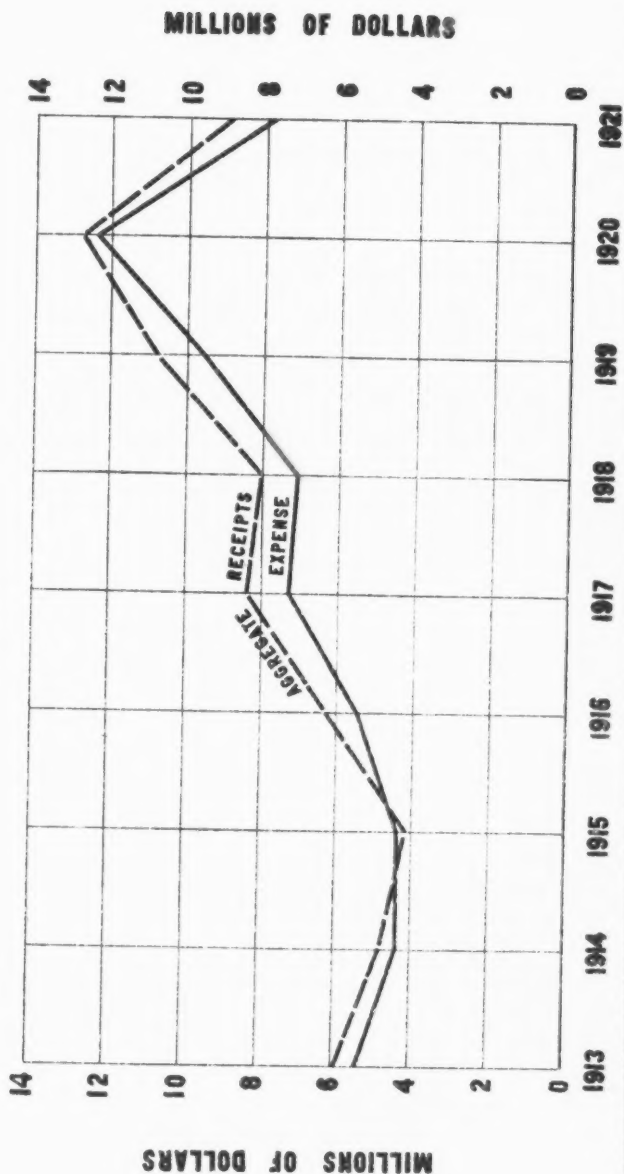
Deft. Ex. No. D 306

ALPHA PORTLAND CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

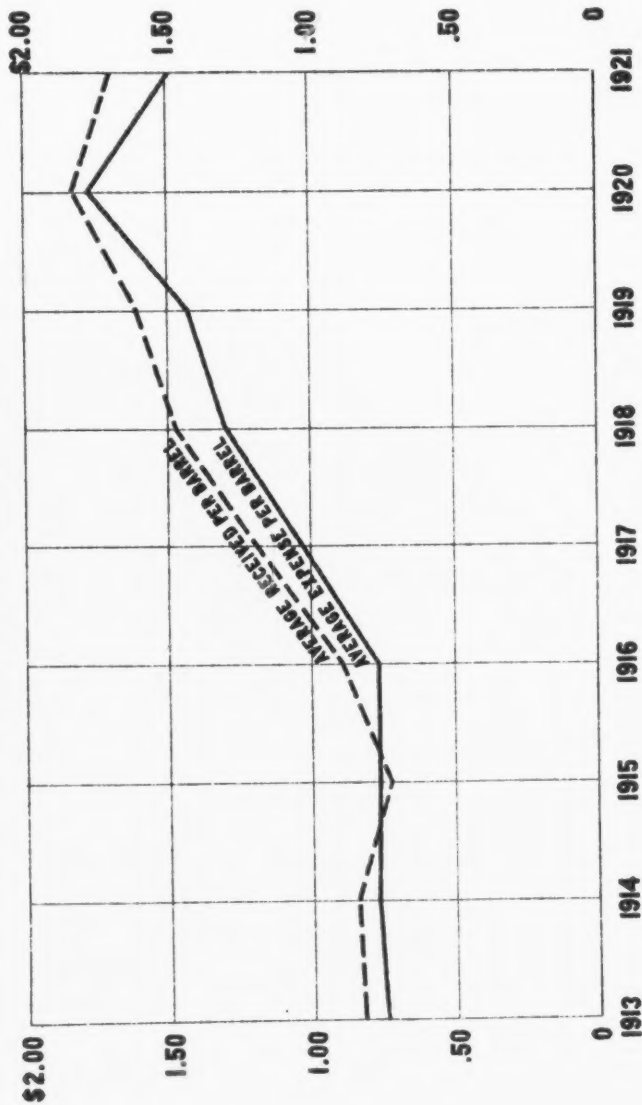


AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



Deft. Ex. No. D 308

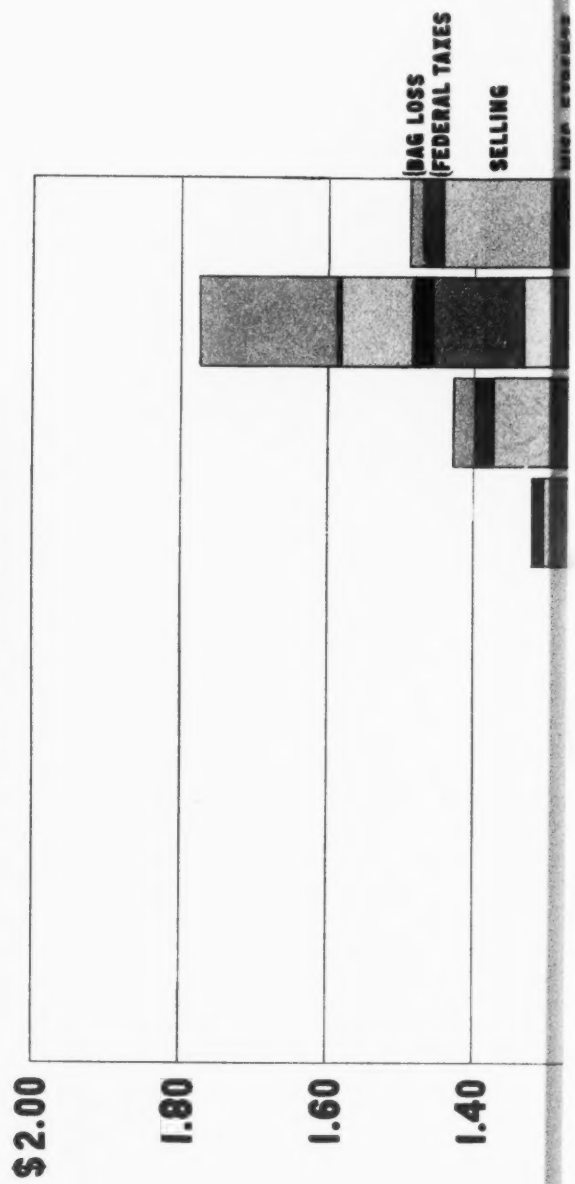
THE ATLAS PORTLAND CEMENT COMPANY
AVERAGE RECEIPTS PER BARREL FROM SALE OF CEMENT AT MILLS
AND EXPENSE PER BARREL



THE ATLAS PORTLAND CEMENT COMPANY

VARIOUS ELEMENTS OF EXPENSE

YEARS 1913-1921

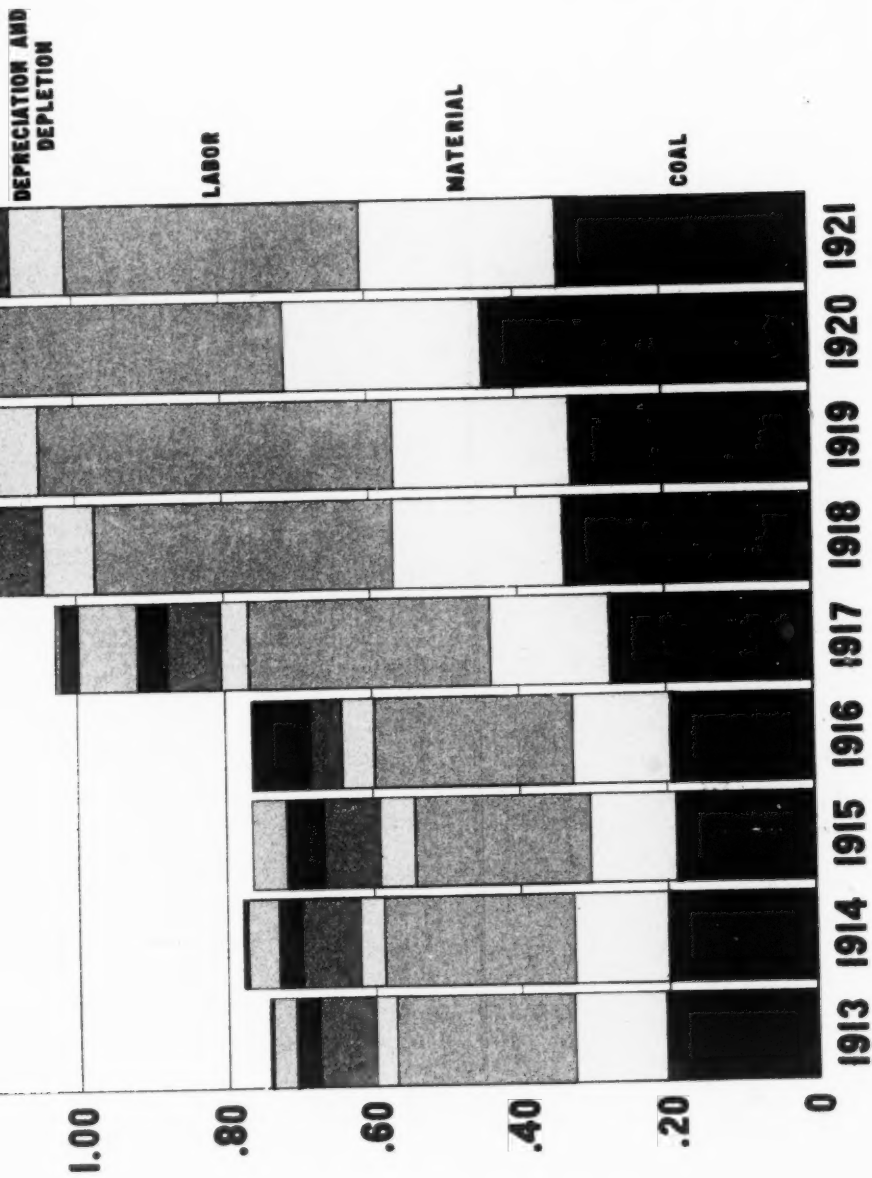


Deft. Ex. No. D 308

THE ATLAS PORTLAND CEMENT COMPANY

AVERAGE RECEIPTS PER BARREL FROM SALE OF CEMENT AT MILLS
AND EXPENSE PER BARREL

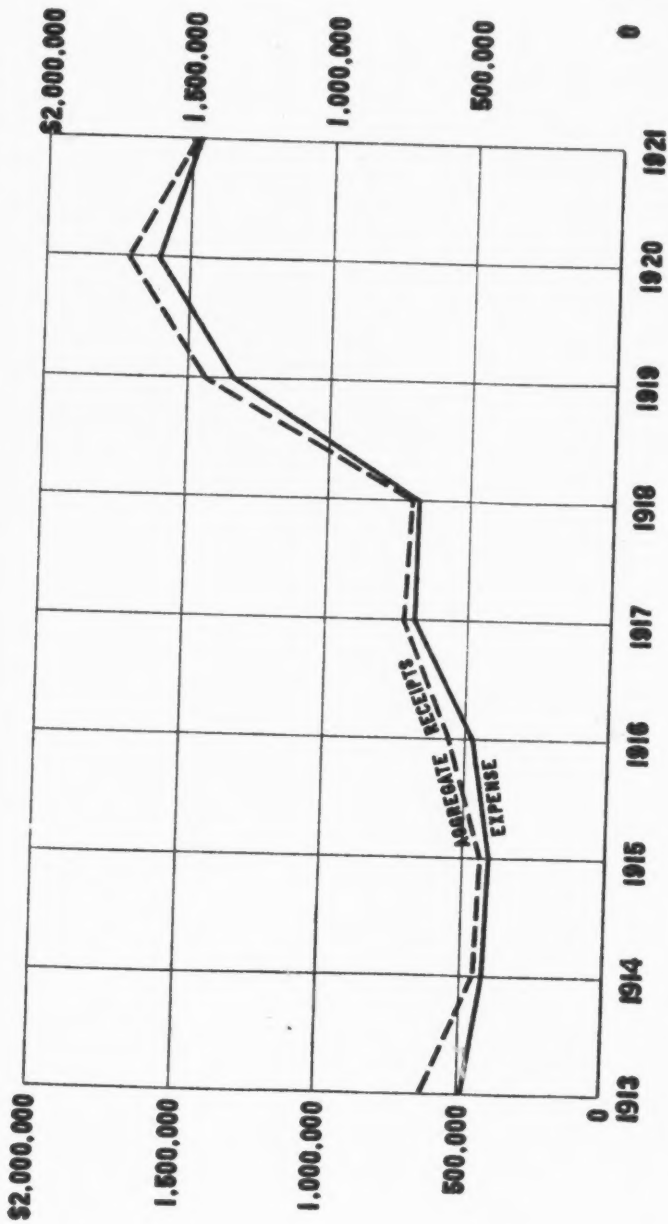




Def. Ex. No. D 308

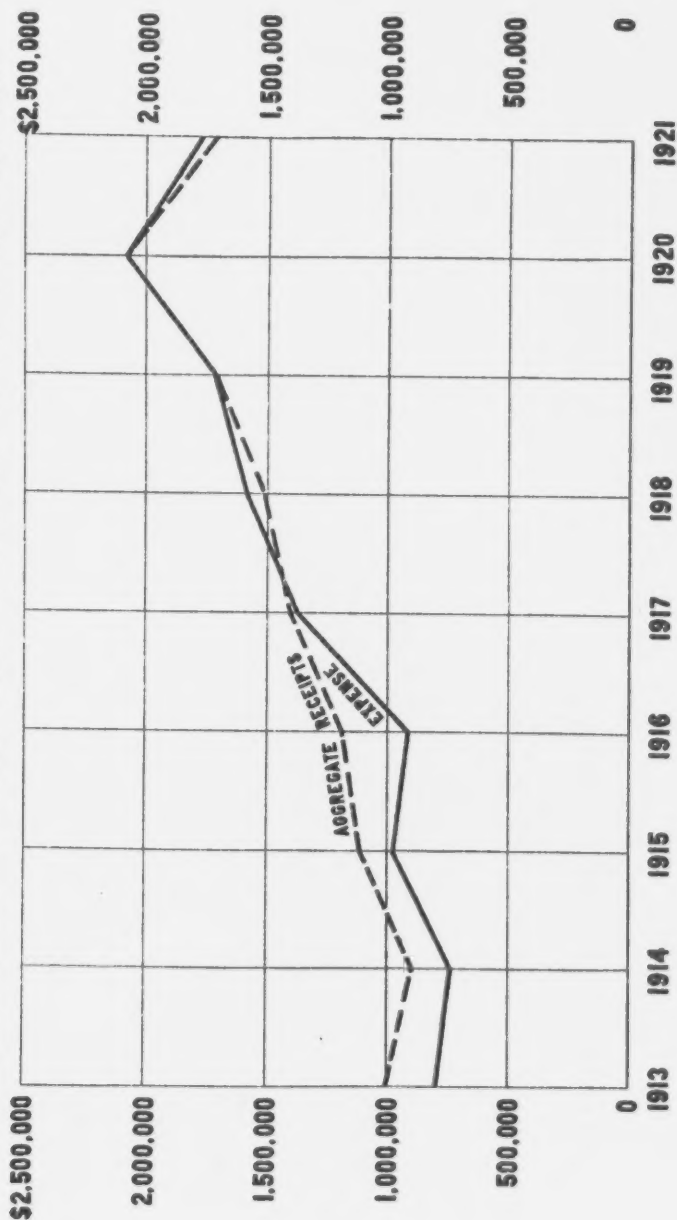
THE ATLAS PORTLAND CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



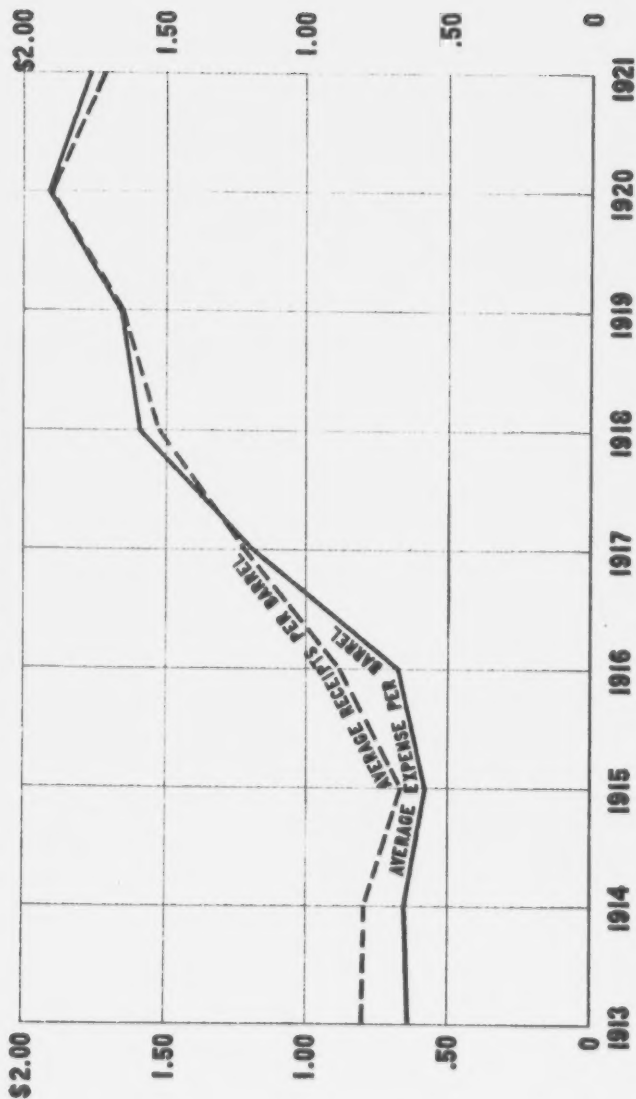
COPLAY CEMENT MANUFACTURING COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



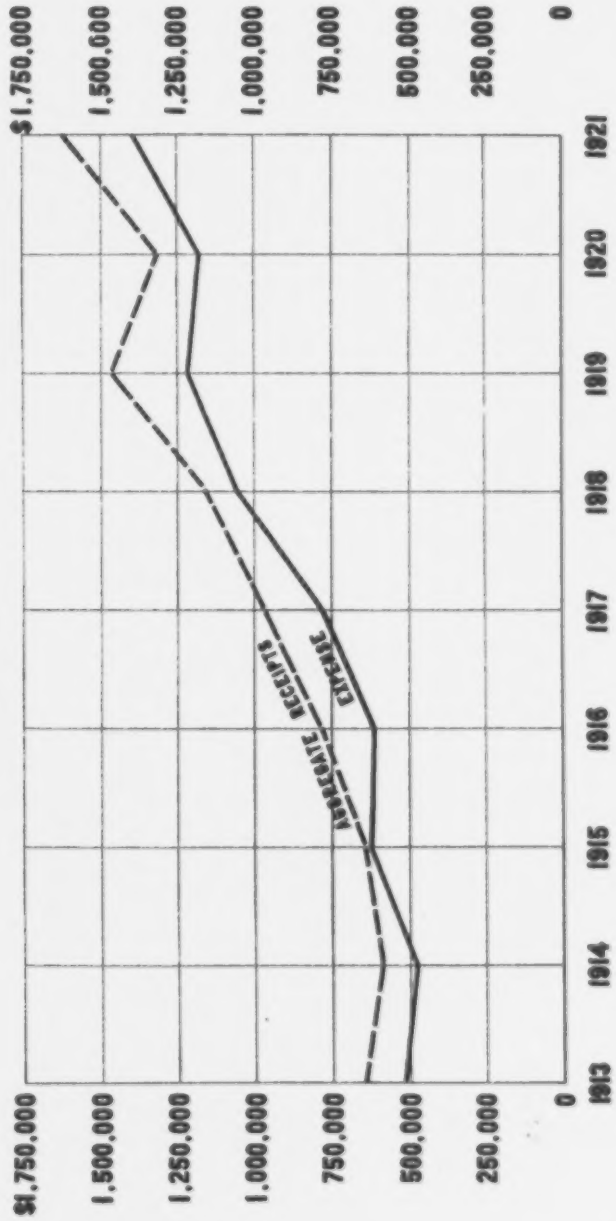
COPLAY CEMENT MANUFACTURING COMPANY

**AVERAGE RECEIPTS PER BARREL FROM SALE OF CEMENT AT MILLS
AND EXPENSE PER BARREL**



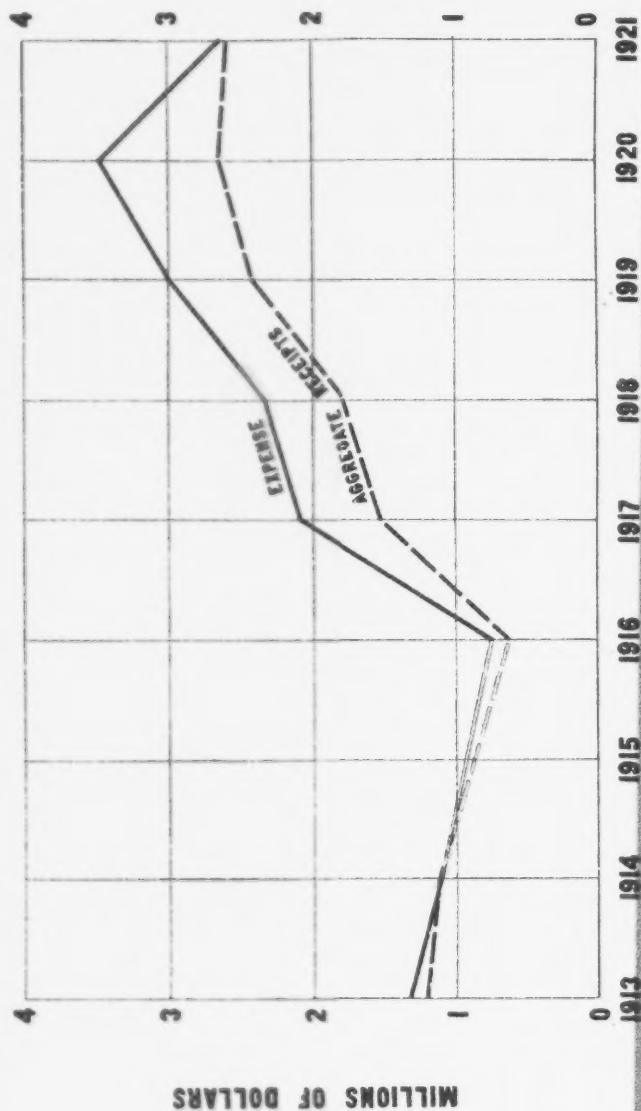
DEXTER PORTLAND CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS
AND EXPENSE



EDISON PORTLAND CEMENT COMPANY

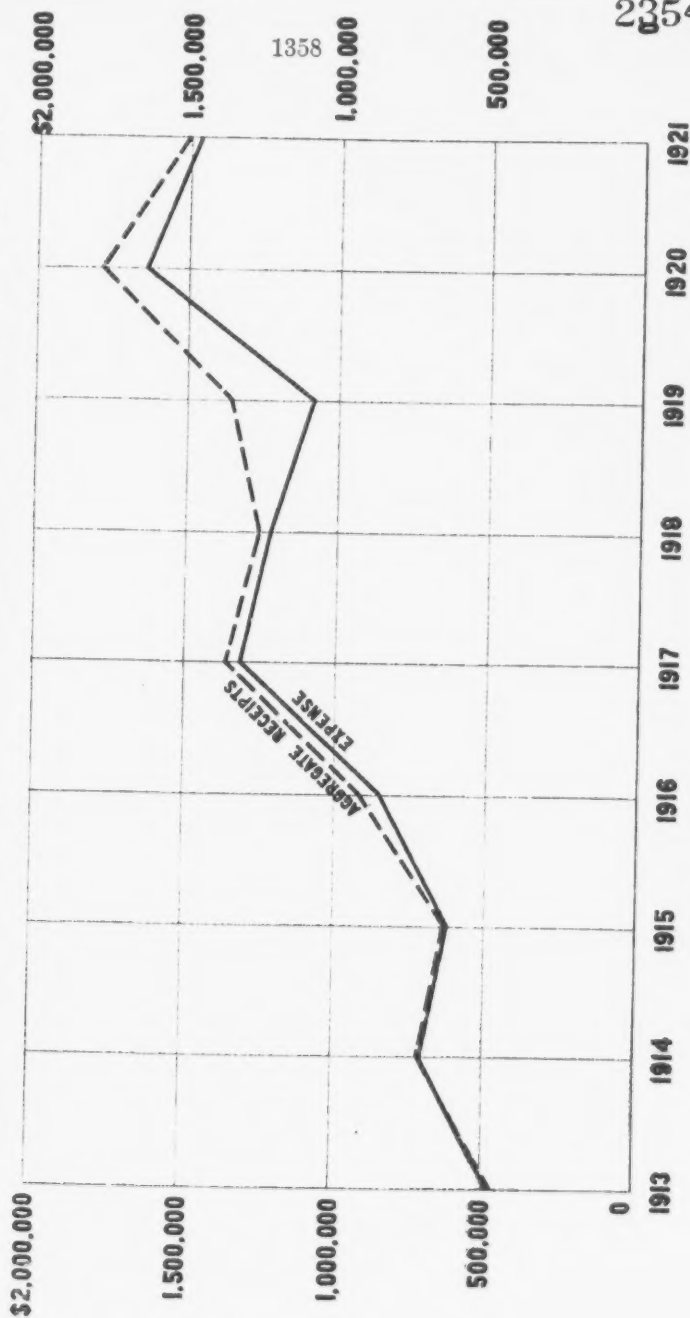
AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



GIANT PORTLAND CEMENT COMPANY

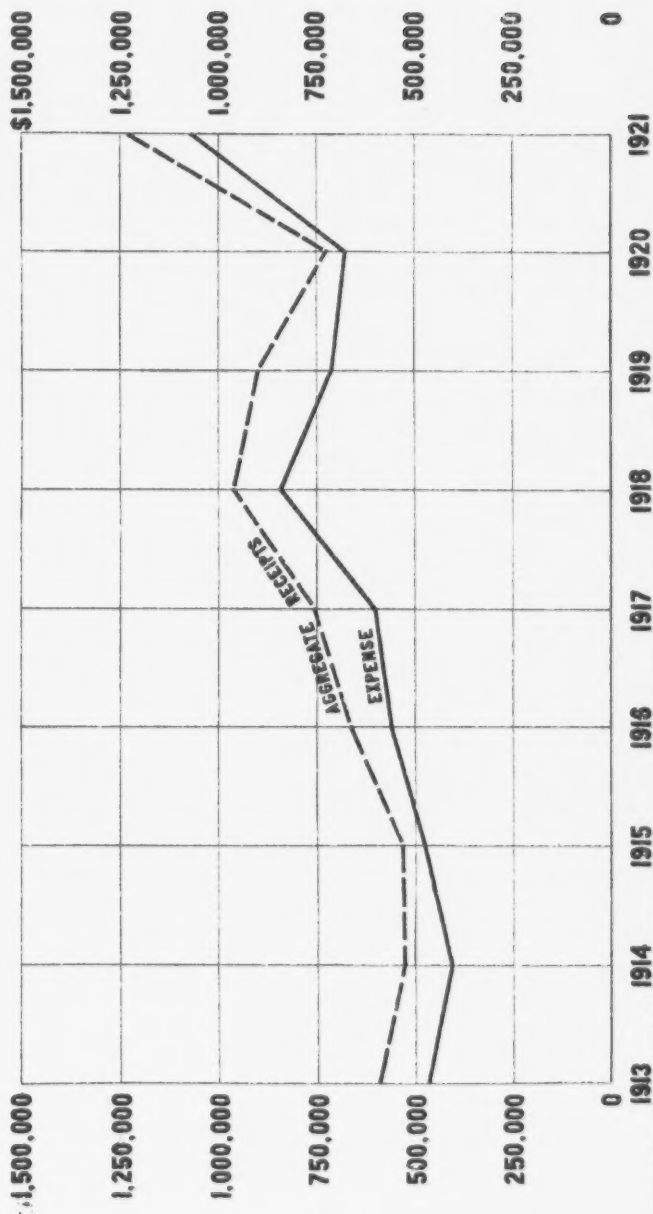
Deft. Ex. No. D 316

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



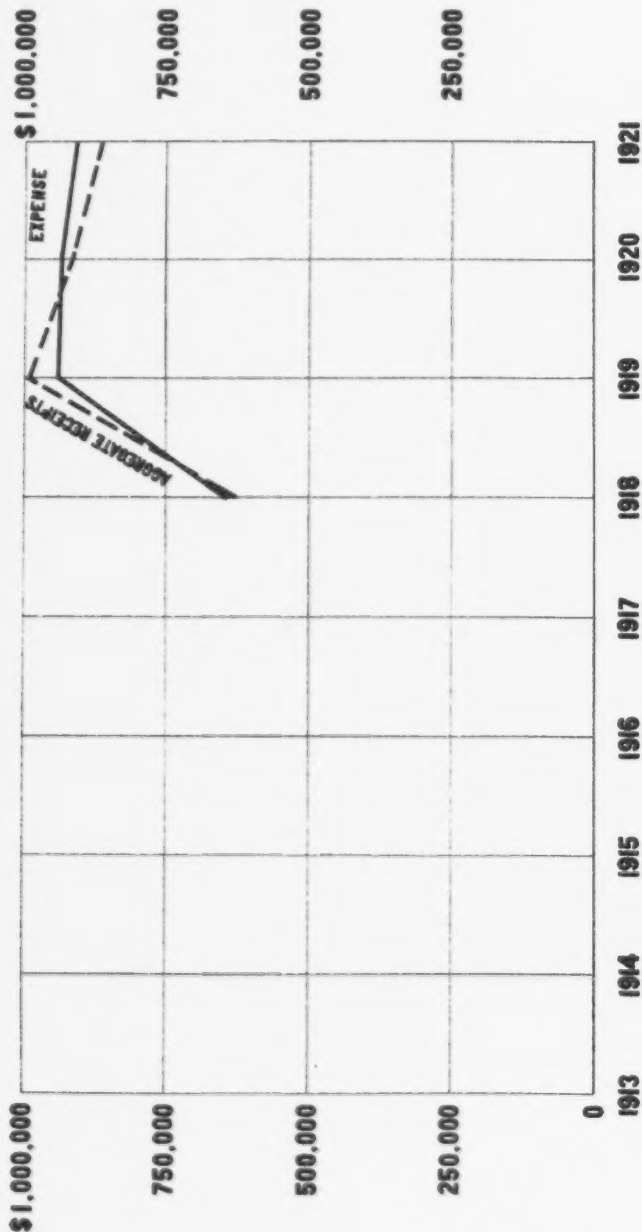
GLENS FALLS PORTLAND CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



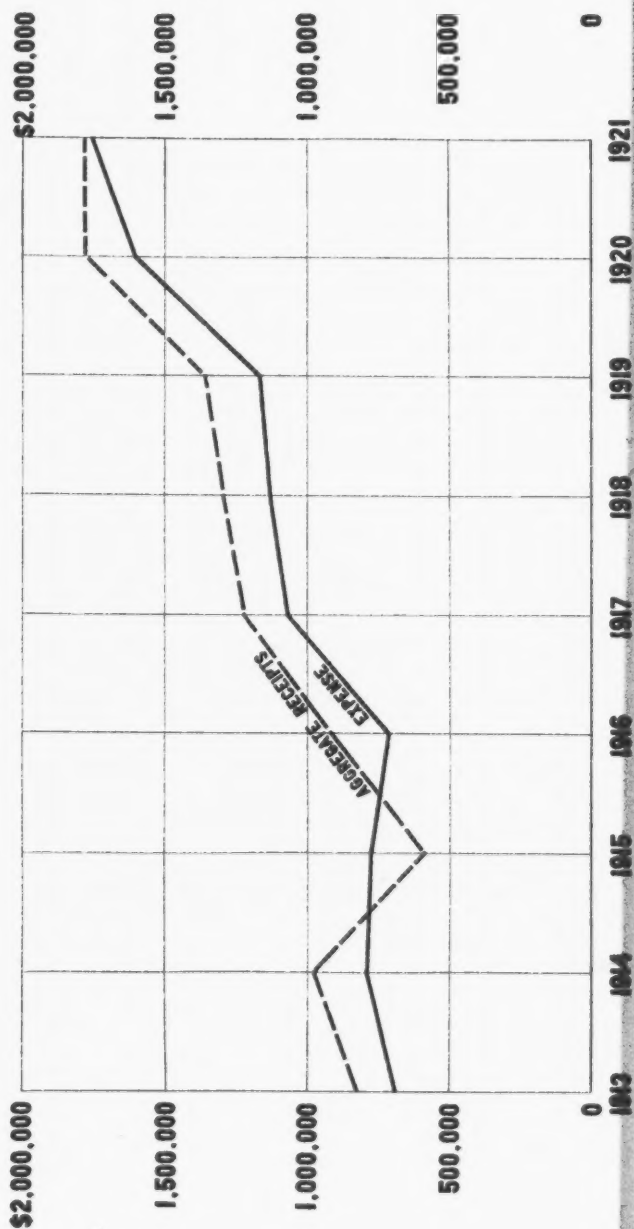
HERCULES CEMENT CORPORATION AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

Deft. Ex. No. D 318



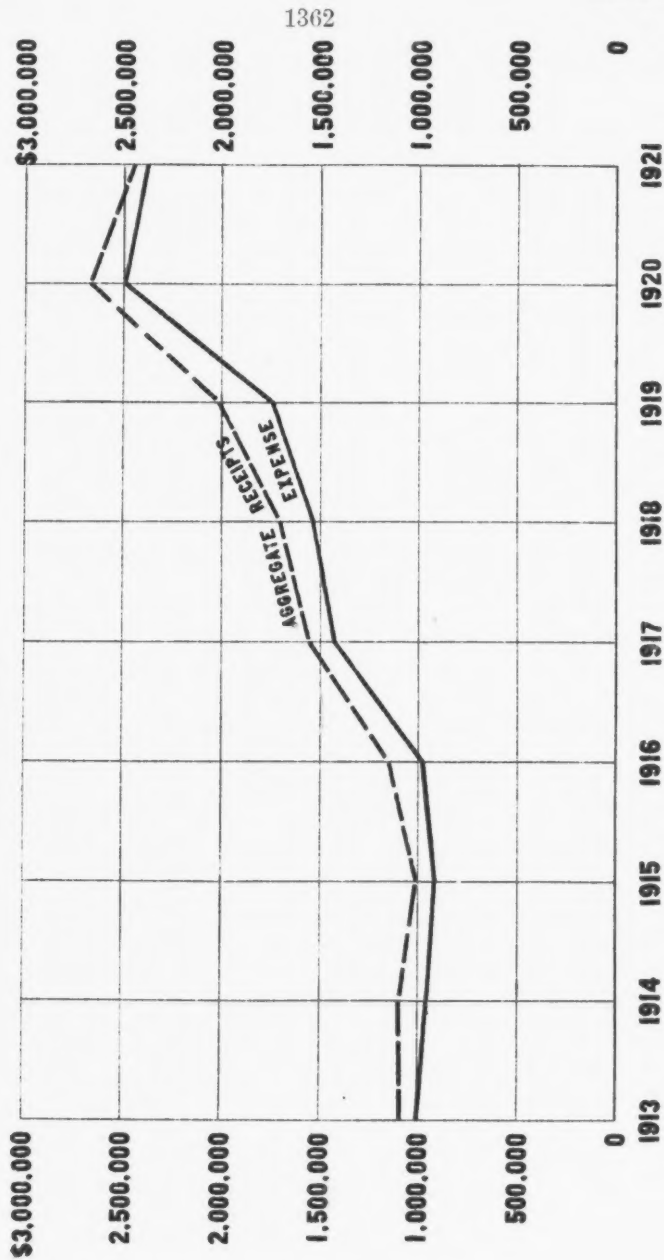
1360

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

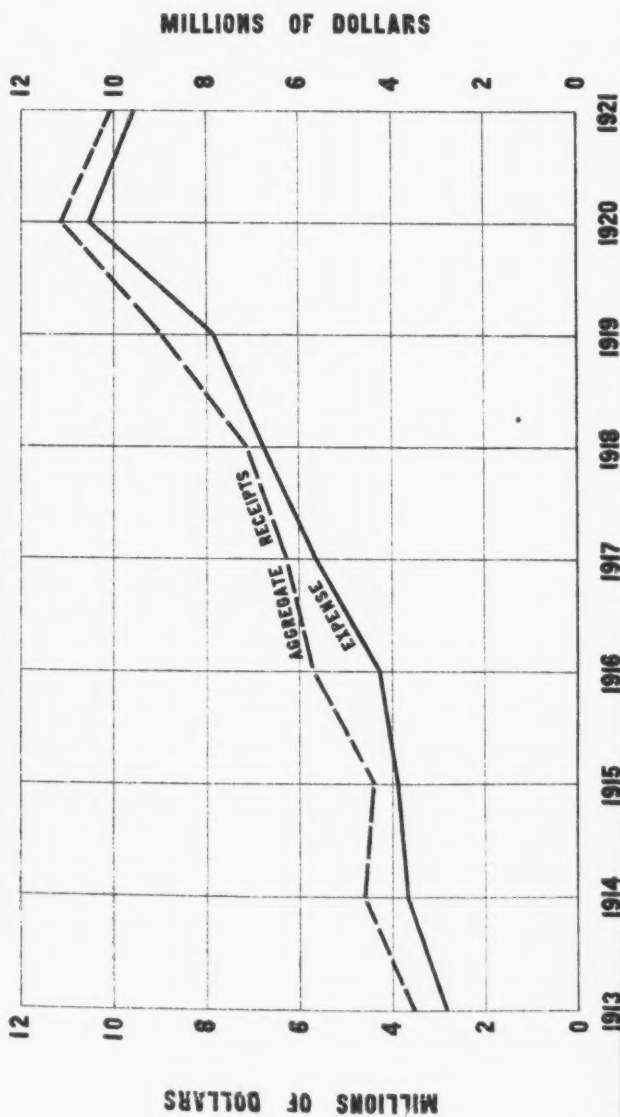


LAWRENCE PORTLAND CEMENT COMPANY
 AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS
 AND EXPENSE

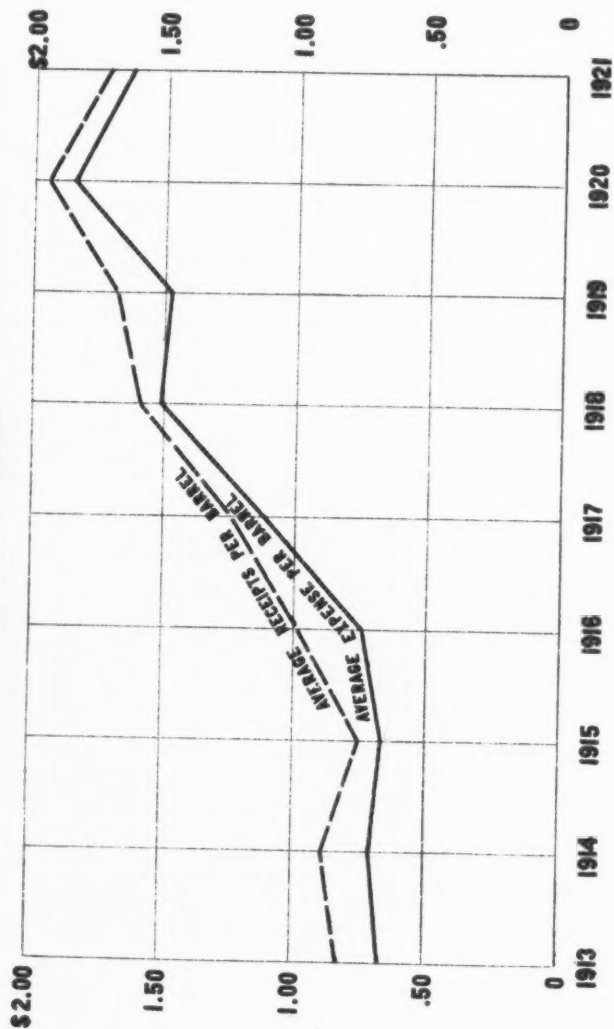
Deft. Ex. No. D 320



LEHIGH PORTLAND CEMENT COMPANY AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

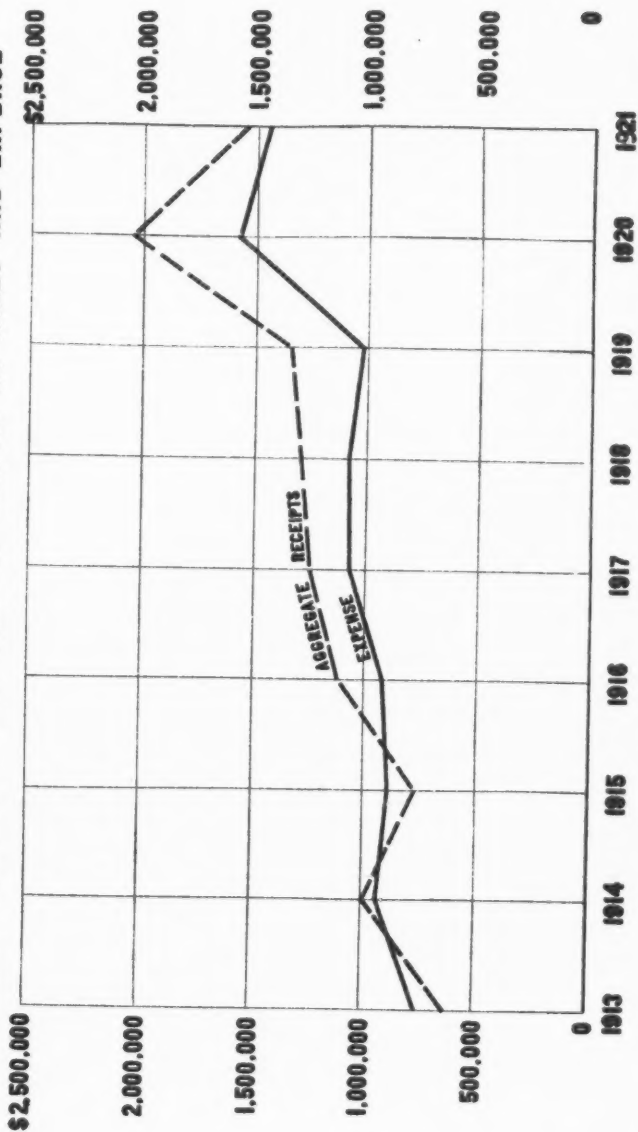


LEHIGH PORTLAND CEMENT COMPANY
AVERAGE RECEIPTS PER BARREL FROM SALE OF CEMENT AT MILLS
AND EXPENSE PER BARREL

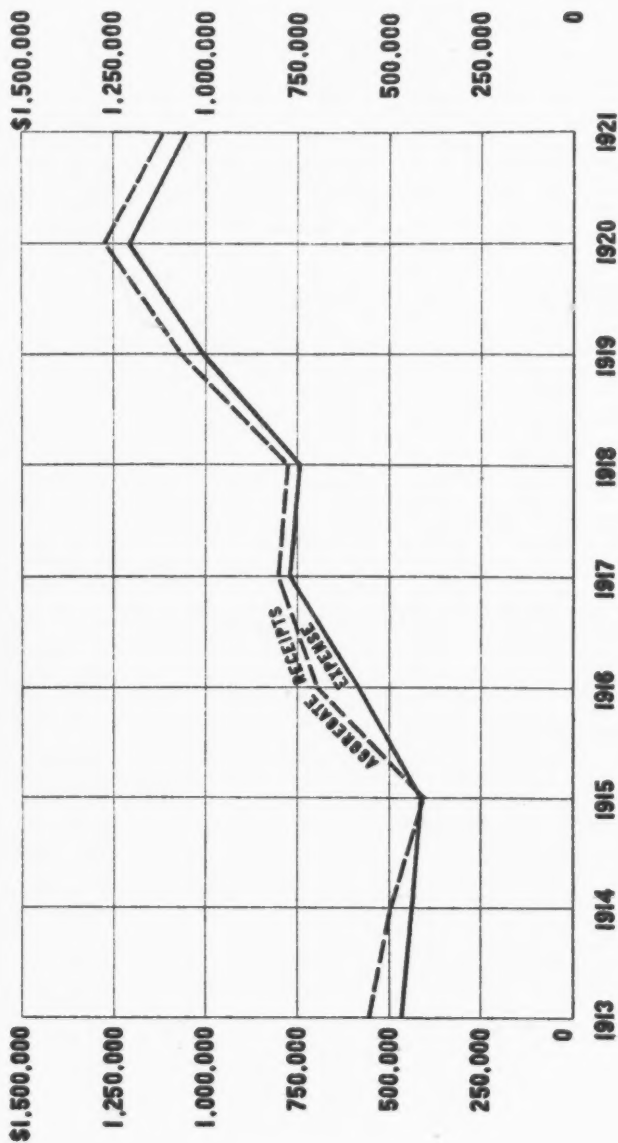


HAZARETH CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

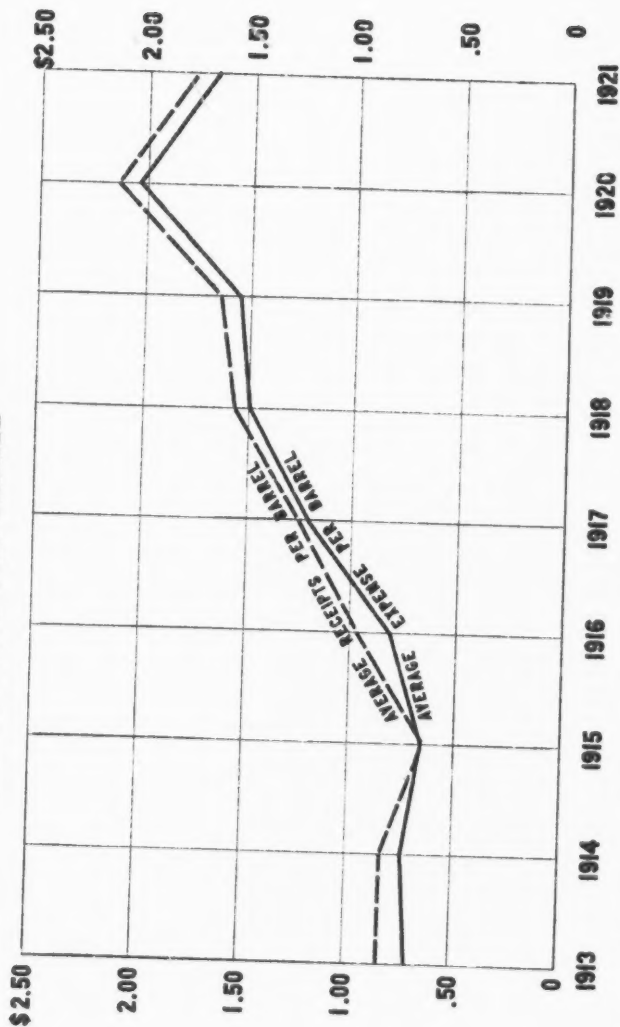


**PENN-ALLEN CEMENT COMPANY
AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS
AND EXPENSE**



PENN-ALLEN CEMENT COMPANY

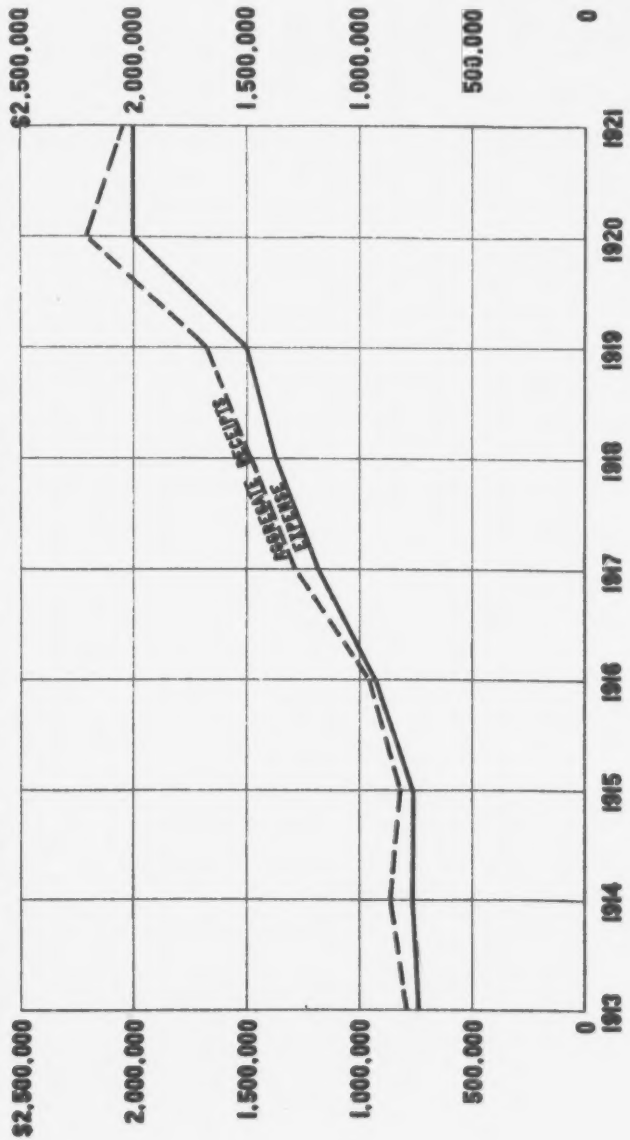
AVERAGE RECEIPTS PER BARREL FROM SALE OF CEMENT AT MILLS
AND EXPENSE PER BARREL



Deft. Ex. No. D 328

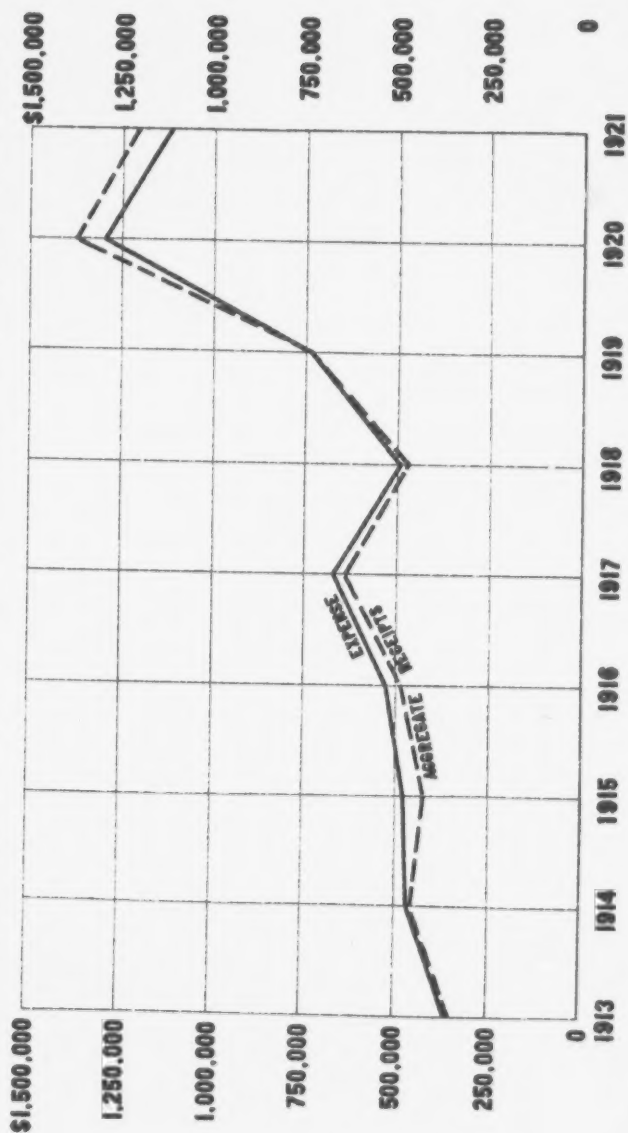
PENNSYLVANIA CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



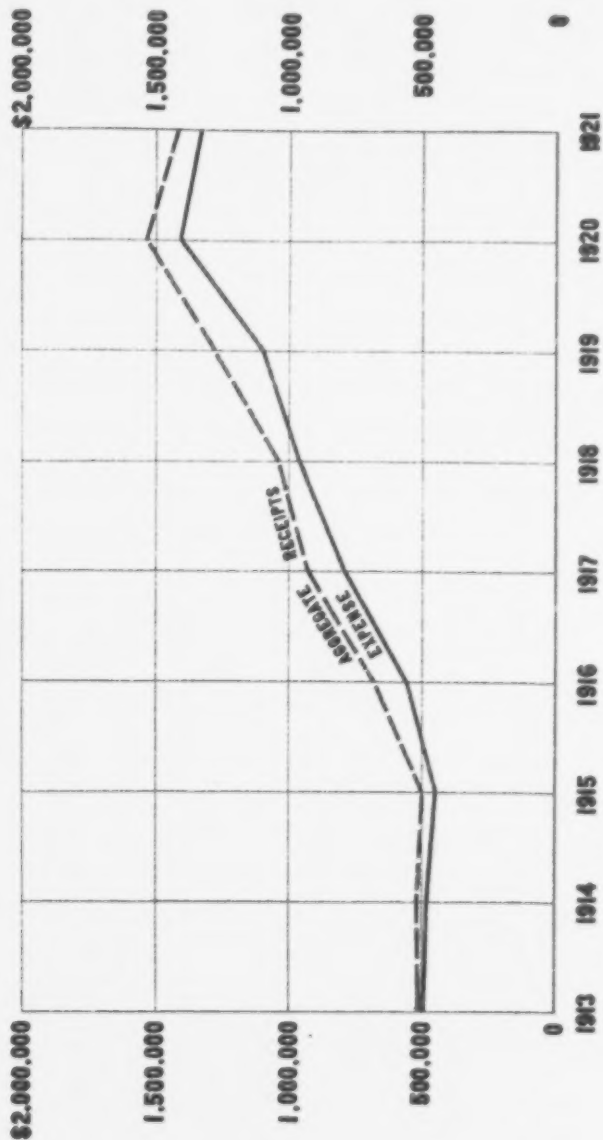
PHOENIX PORTLAND CEMENT COMPANY

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

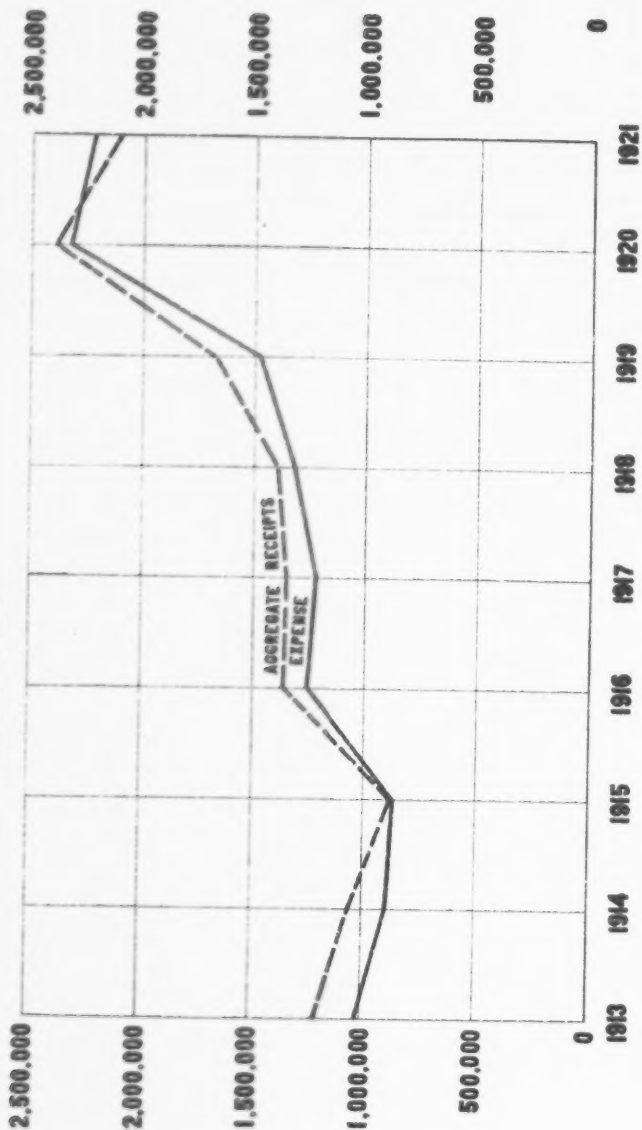


SECURITY CEMENT AND LIME COMPANY AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE

Deft. Ex. No. D 130



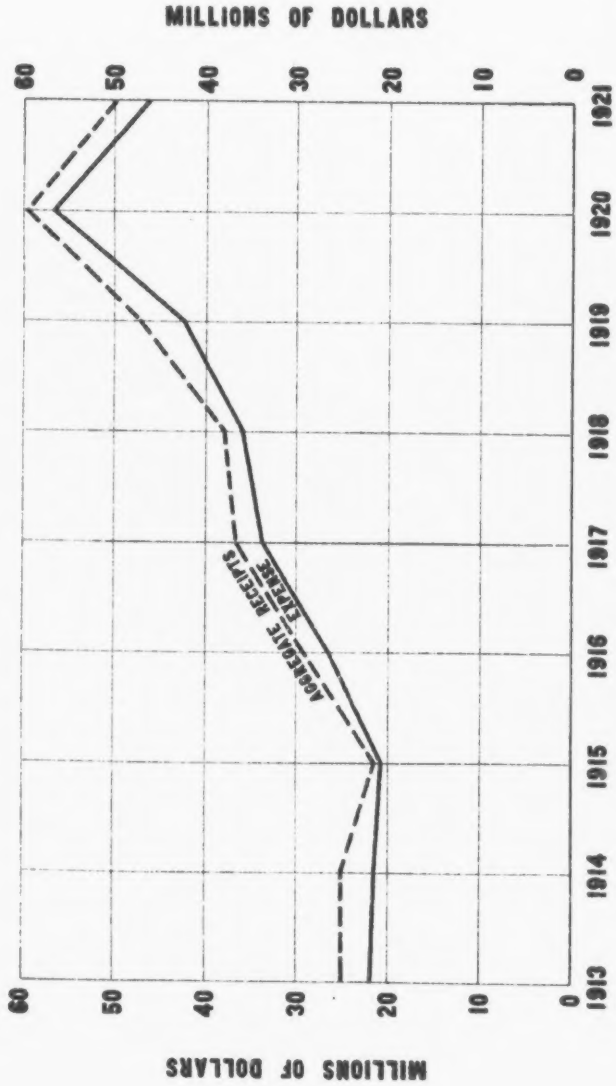
VULCANITE PORTLAND CEMENT COMPANY AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



Deft. Ex. No. D 332

19 COMPANIES

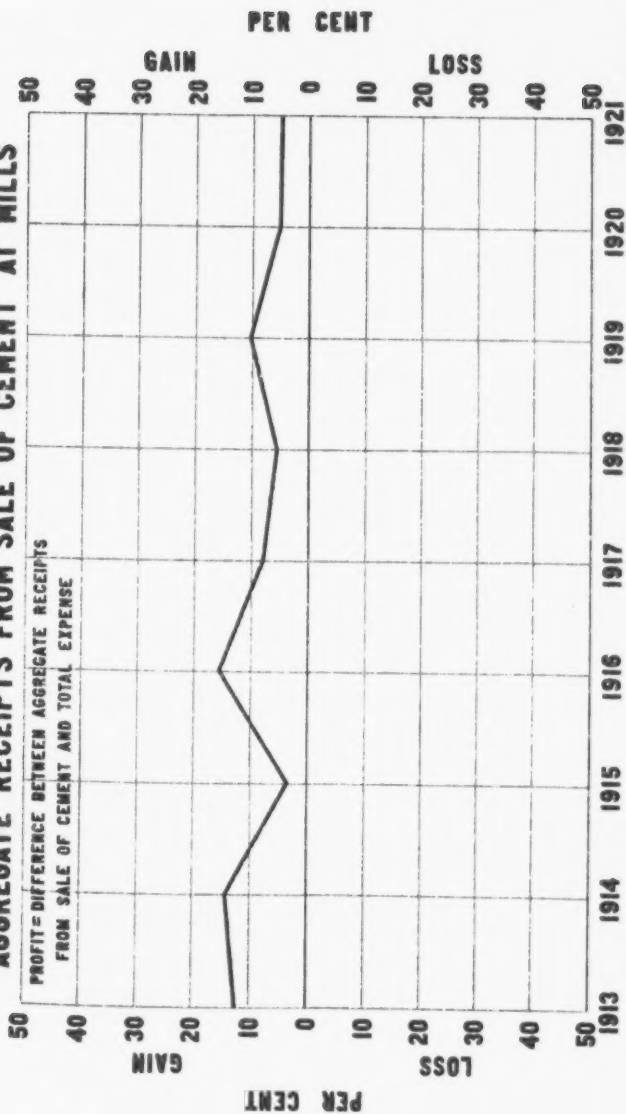
AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS AND EXPENSE



19 COMPANIES PERCENTAGE OF PROFITS TO

AGGREGATE RECEIPTS FROM SALE OF CEMENT AT MILLS

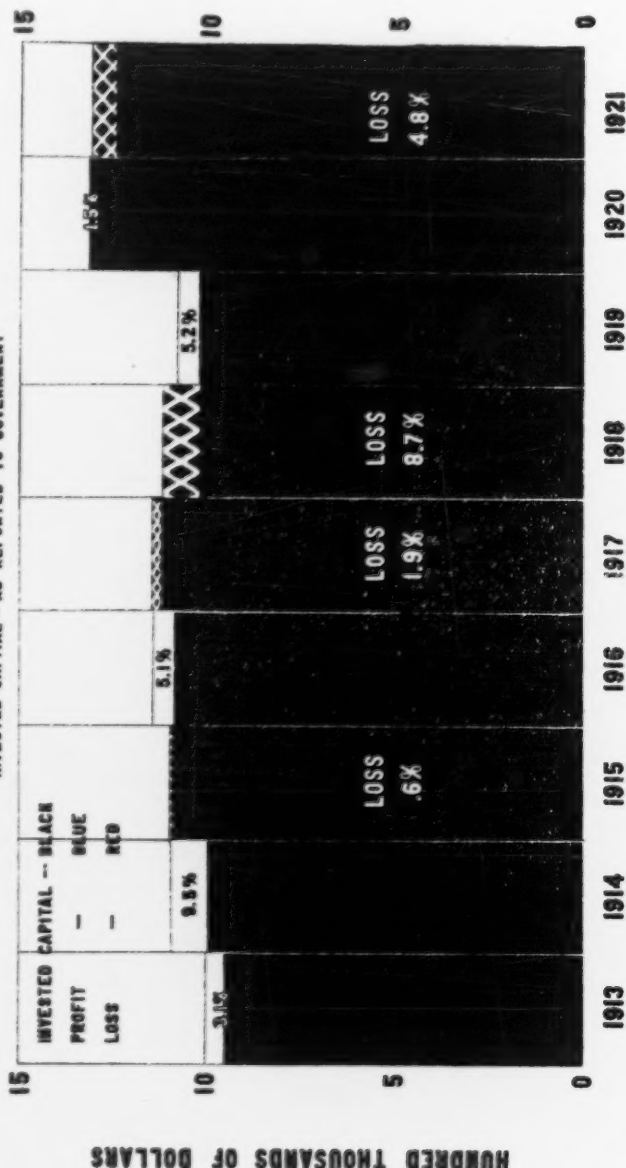
PROFIT = DIFFERENCE BETWEEN AGGREGATE RECEIPTS
FROM SALE OF CEMENT AND TOTAL EXPENSE



ALLENTOWN PORTLAND CEMENT COMPANY

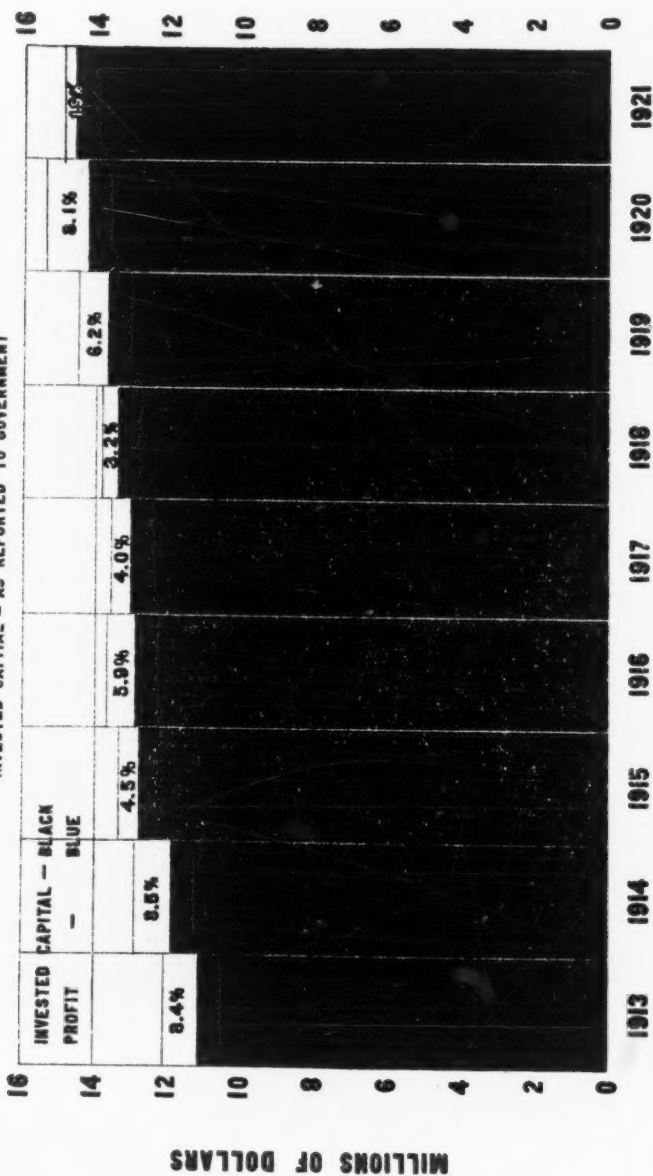
PROFIT AND INVESTED CAPITAL

PROFIT - NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL - AS REPORTED TO GOVERNMENT



ALPHA PORTLAND CEMENT COMPANY PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



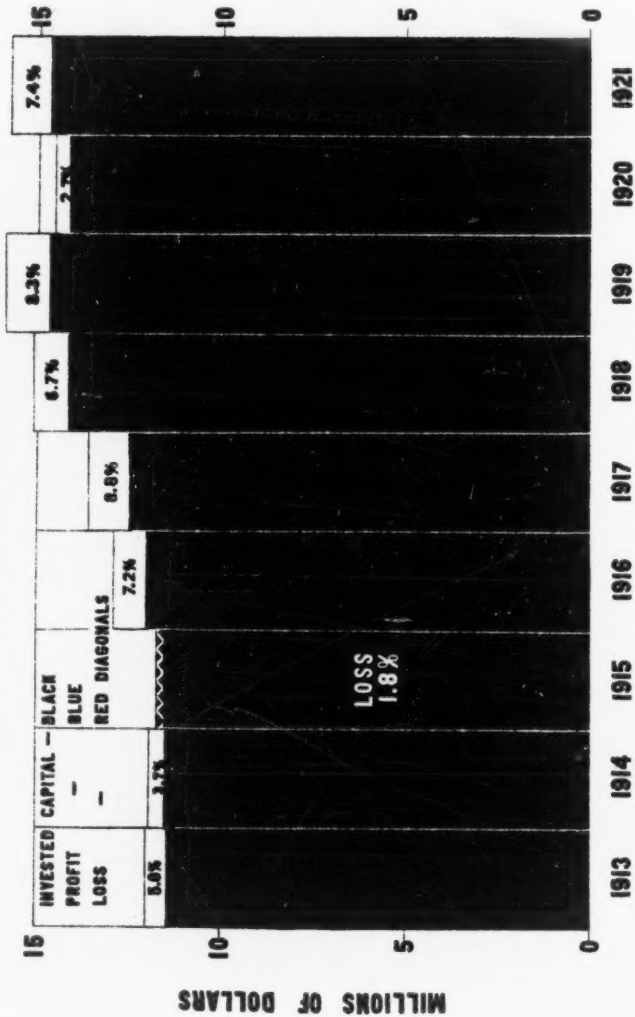
Defl. Ex. No. D 336

THE ATLAS PORTLAND CEMENT COMPANY

PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES

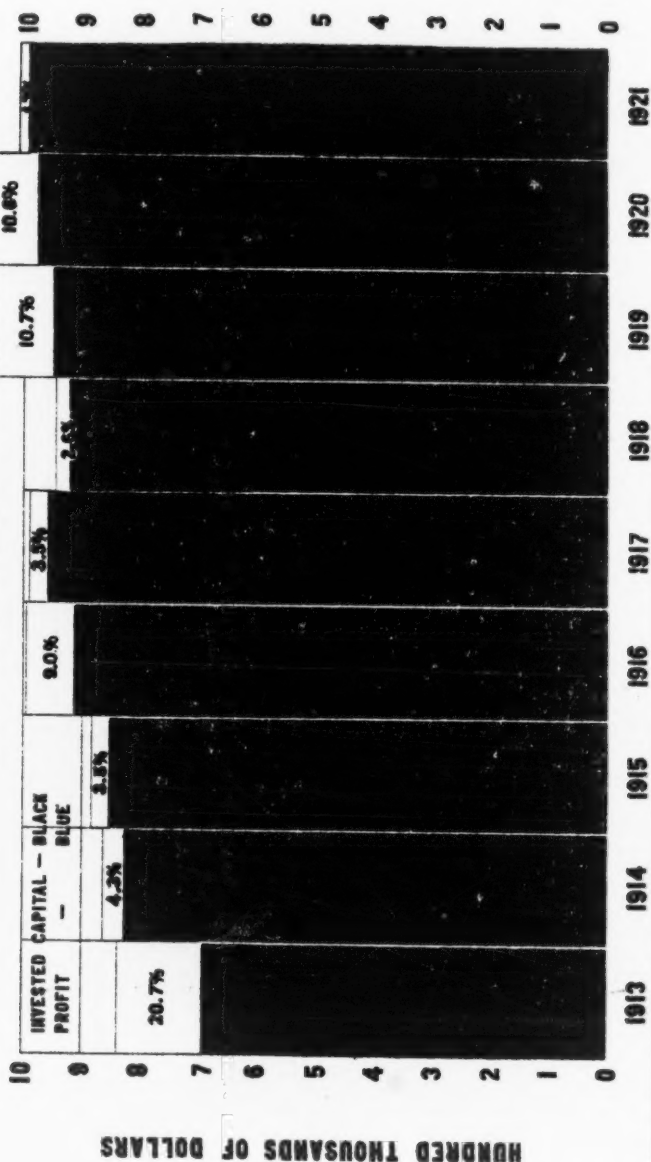
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



BATH PORTLAND CEMENT COMPANY PROFIT AND INVESTED CAPITAL

Deft. Ex. No. D 337

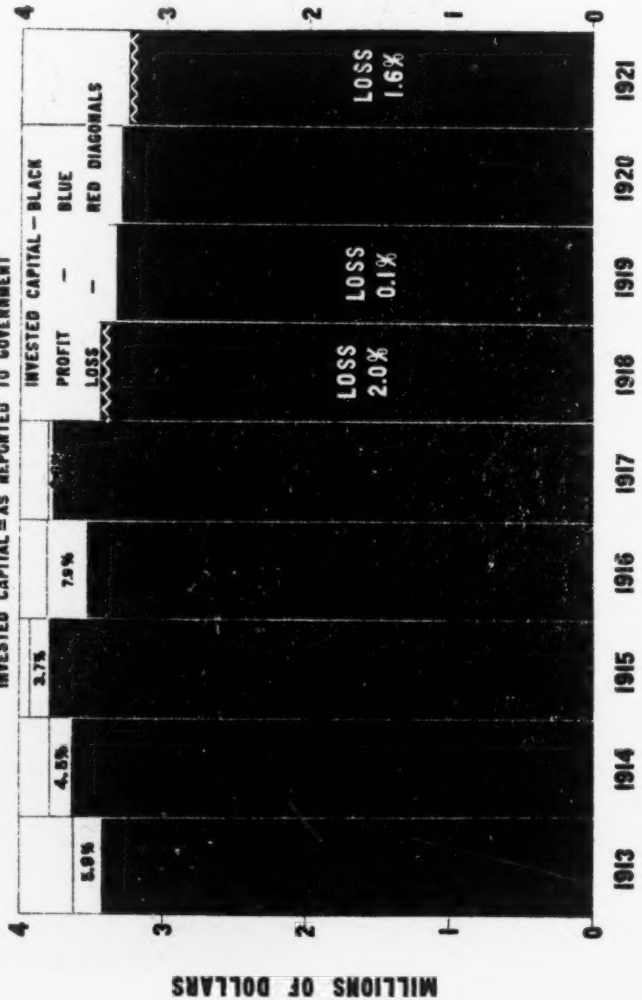
PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
 INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



Deft. Ex. No. D 338

COPLAY CEMENT MANUFACTURING COMPANY PROFIT AND INVESTED CAPITAL

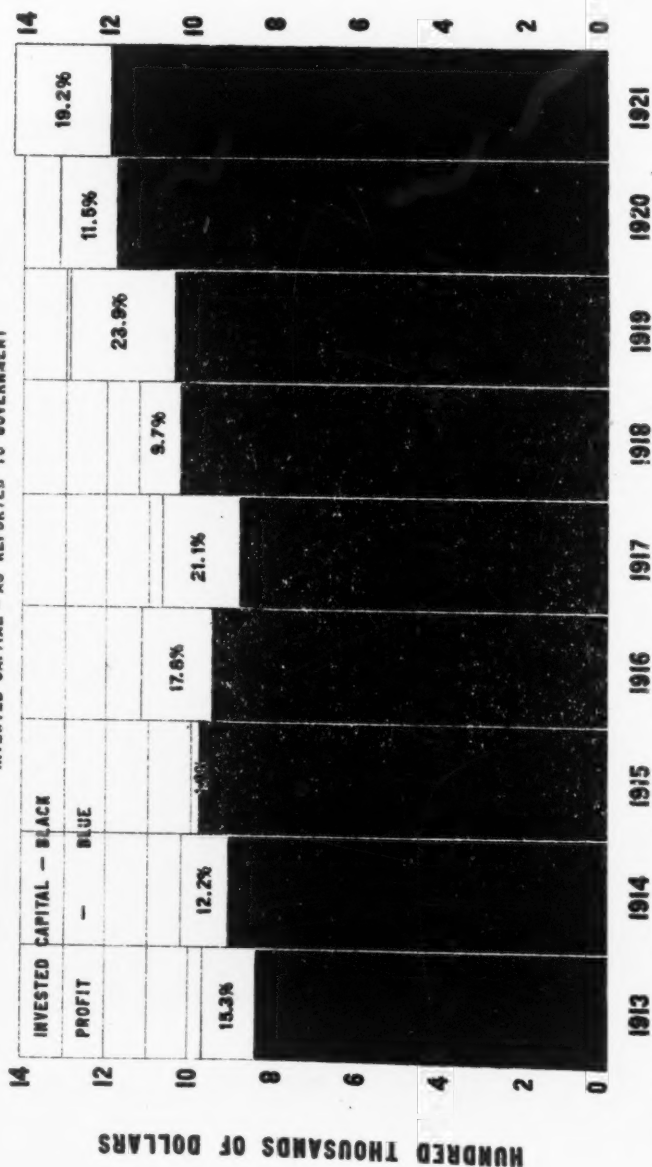
PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



DEXTER PORTLAND CEMENT COMPANY

PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



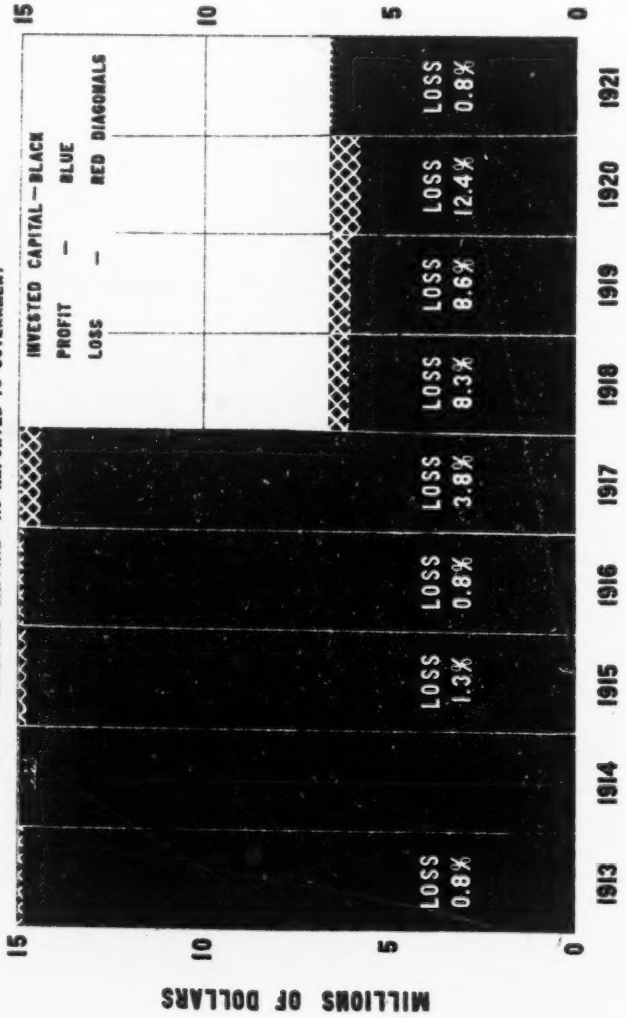
Def't. Ex. No. D 340

EDISON PORTLAND CEMENT COMPANY

PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES

INVESTED CAPITAL = AS REPORTED TO GOVERNMENT

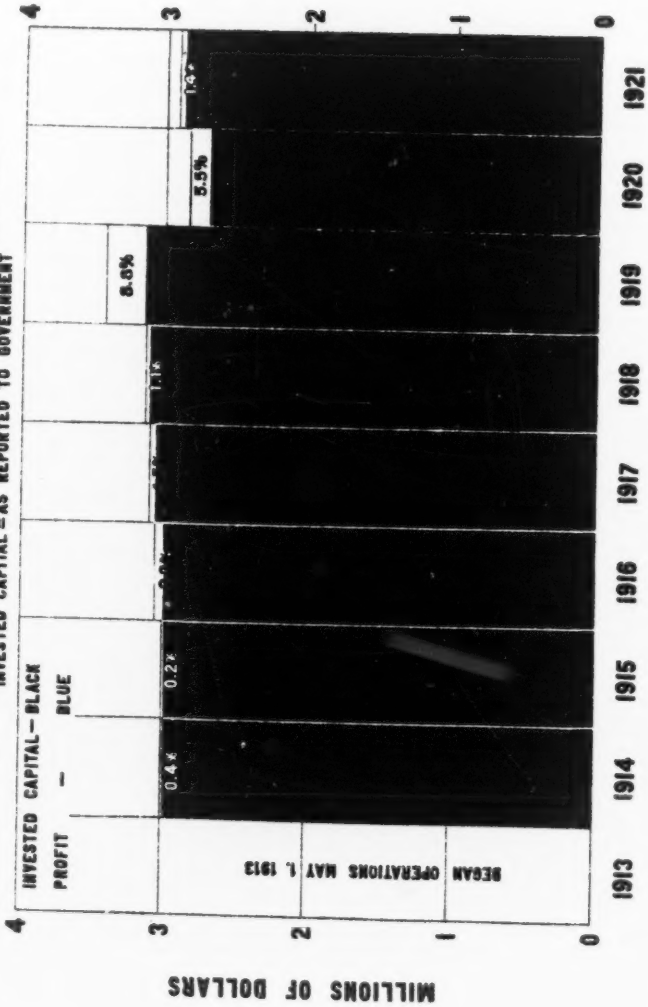


Deft. Ex. No. D 341

GIANT · PORTLAND CEMENT COMPANY ·

PROFIT AND INVESTED CAPITAL

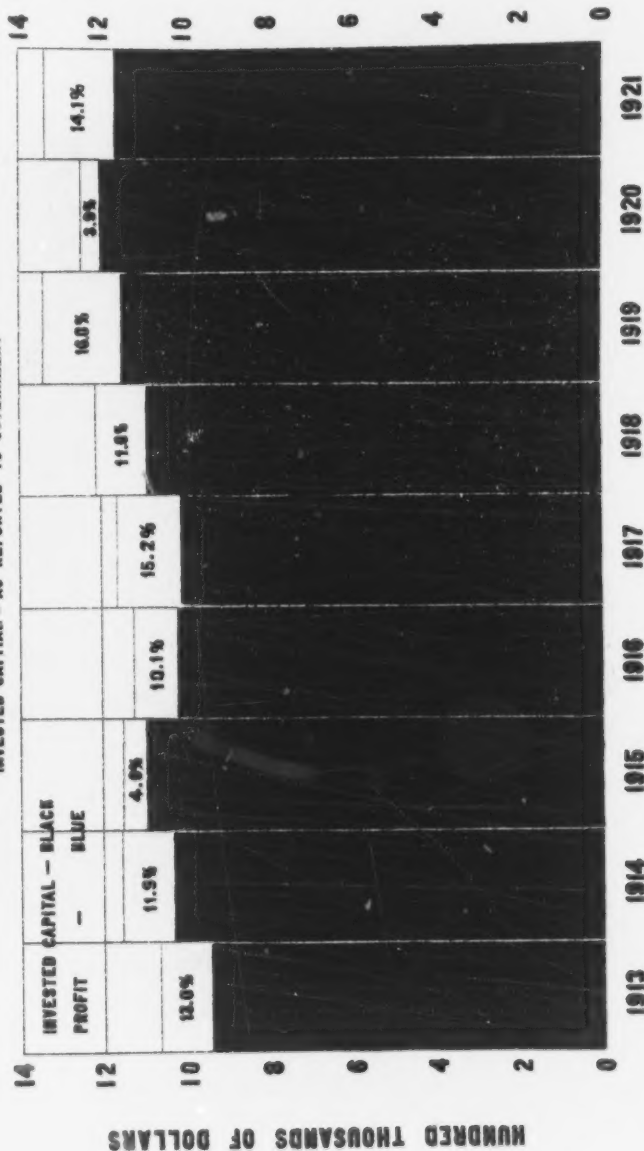
PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
 INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



GLENS FALLS PORTLAND CEMENT COMPANY

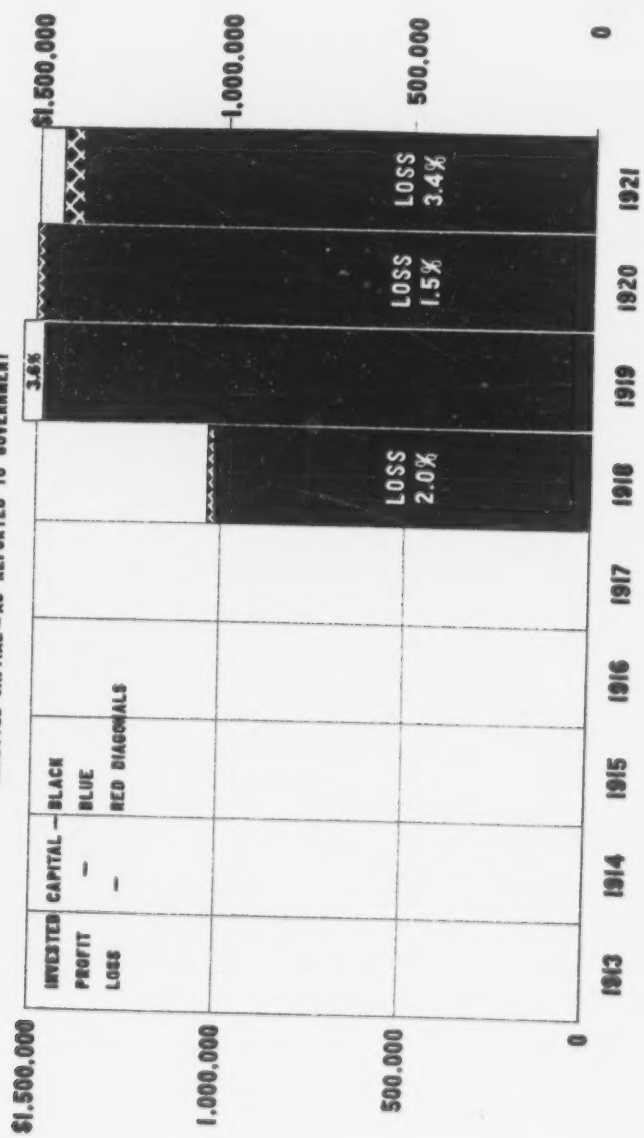
PROFIT AND INVESTED CAPITAL

PROFIT - NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL - AS REPORTED TO GOVERNMENT



HERCULES CEMENT CORPORATION
PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



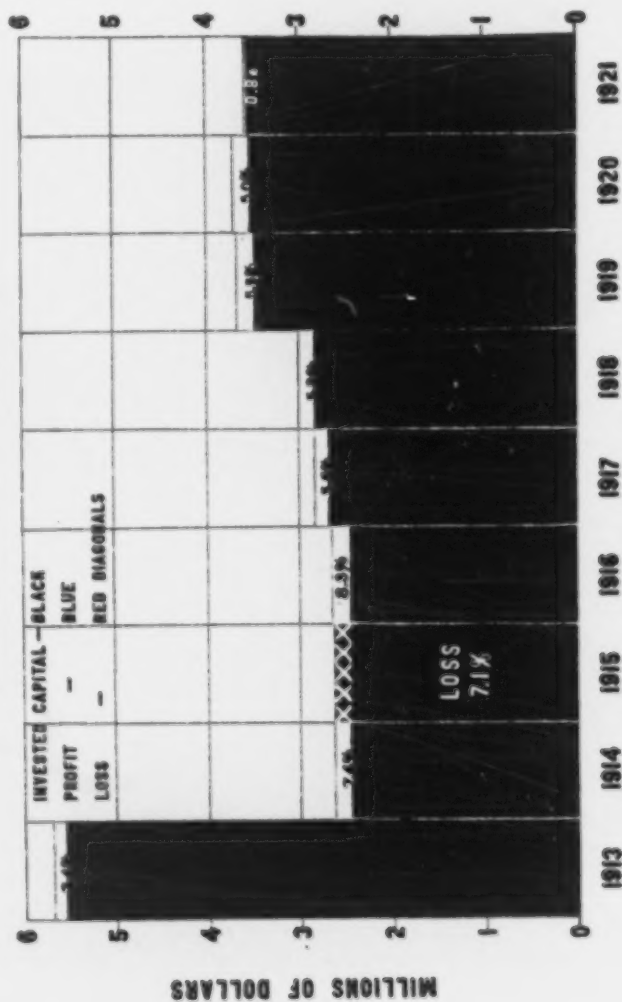
D-ft. Ex. No. D 344

KNICKERBOCKER PORTLAND CEMENT COMPANY INC.

PROFIT AND INVESTED CAPITAL

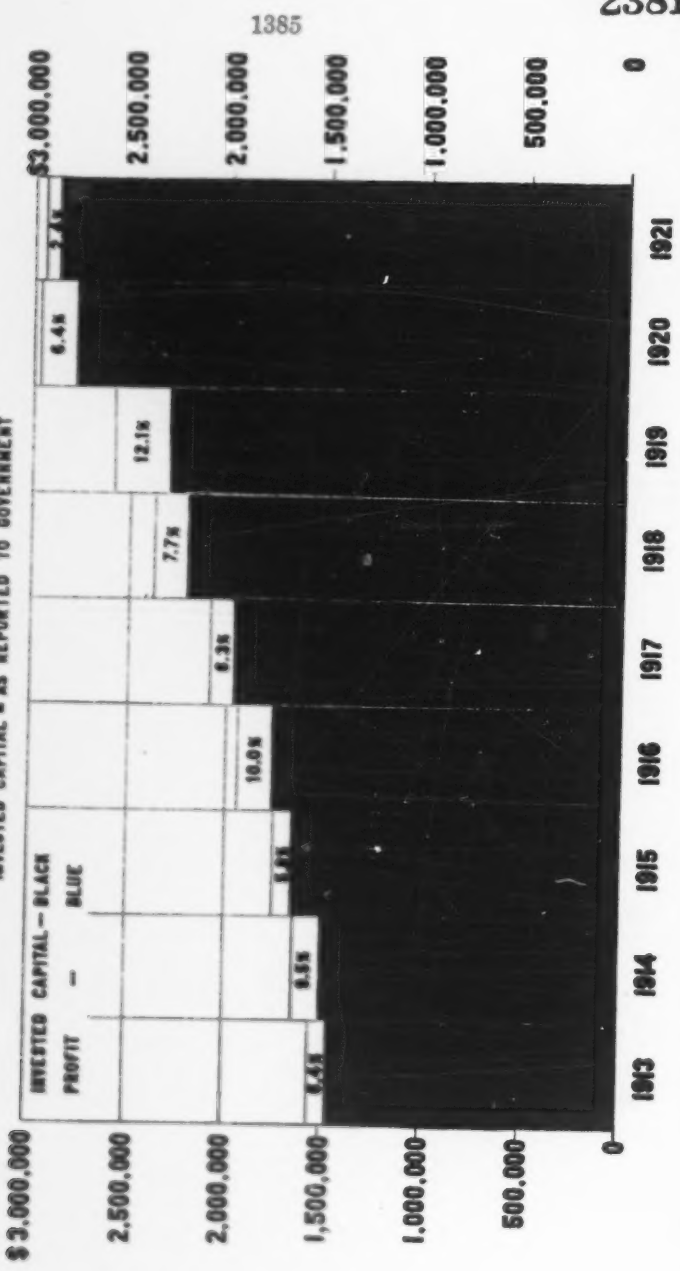
PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES

INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



LAWRENCE PORTLAND CEMENT COMPANY PROFIT AND INVESTED CAPITAL

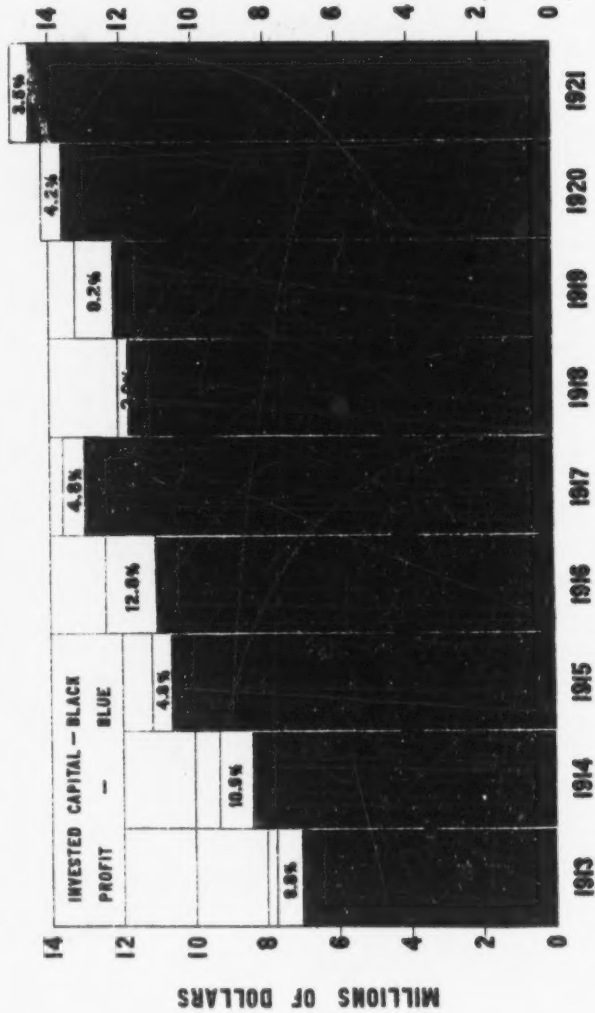
PROFIT - NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL - AS REPORTED TO GOVERNMENT



Deft. Ex. No. D 346

LEHIGH PORTLAND CEMENT COMPANY **PROFIT AND INVESTED CAPITAL**

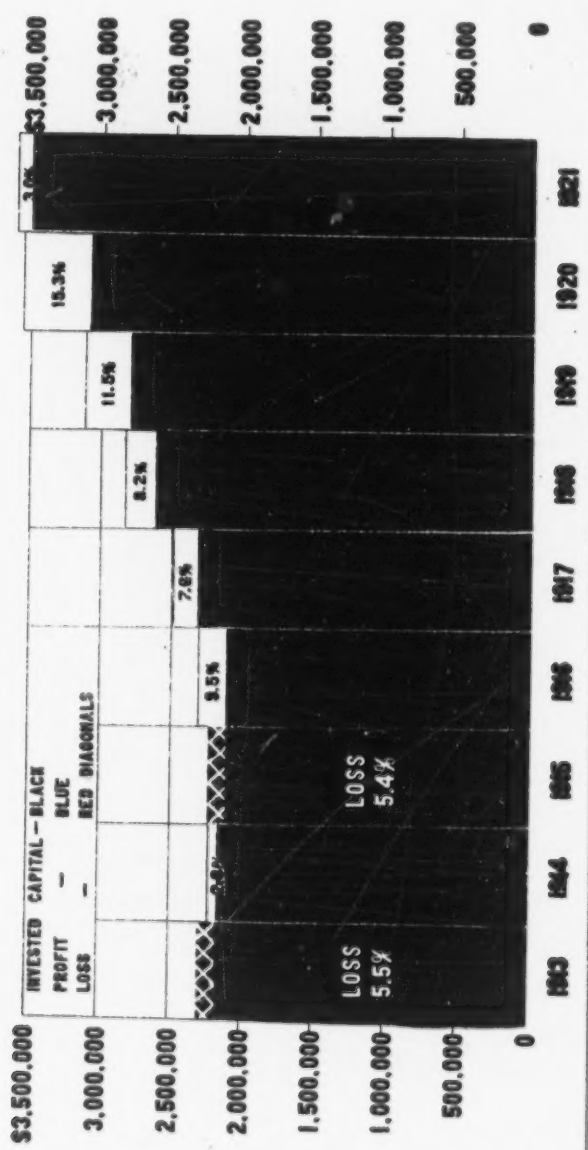
PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
 INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



HAZARETH CEMENT COMPANY PROFIT AND INVESTED CAPITAL

Def. Ex. No. D 347

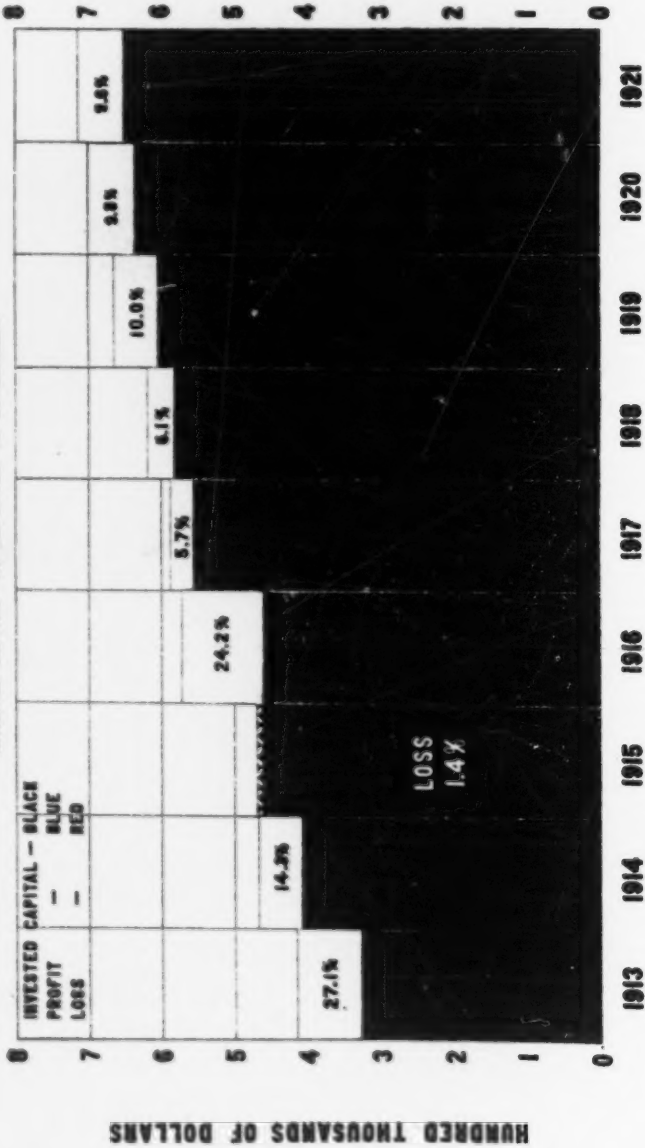
PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
 INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



PENN-ALLEN CEMENT COMPANY
PROFIT AND INVESTED CAPITAL

Deft. Ex. No. D 348

PROFIT - NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
 INVESTED CAPITAL - AS REPORTED TO GOVERNMENT

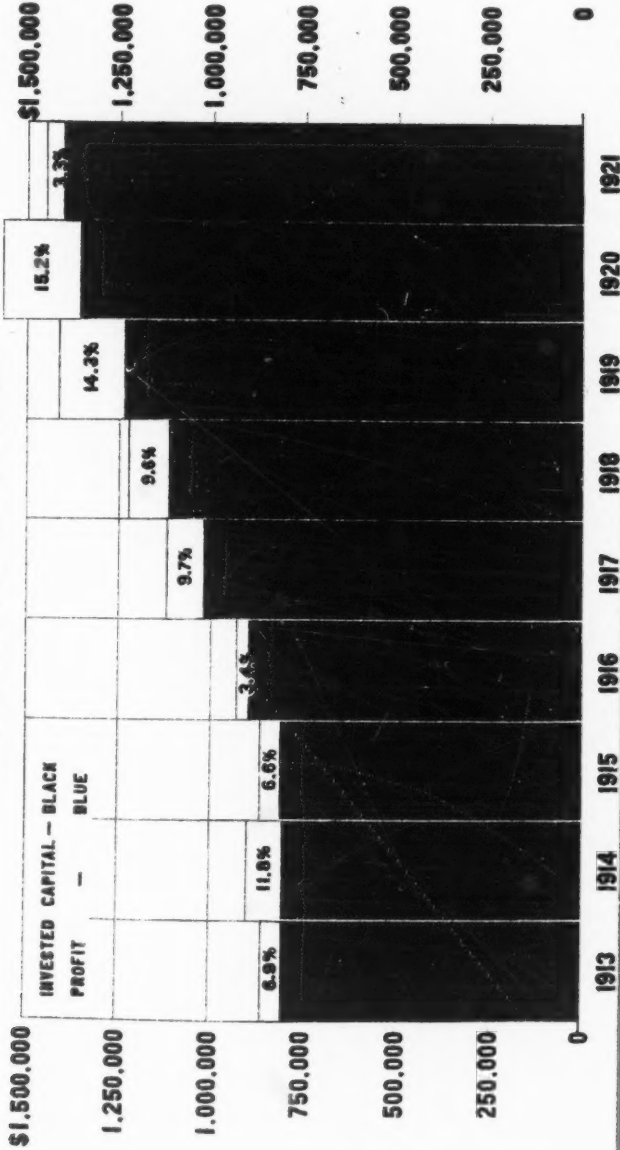


Deft. Ex. No. D 349

PENNSYLVANIA CEMENT COMPANY
PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES

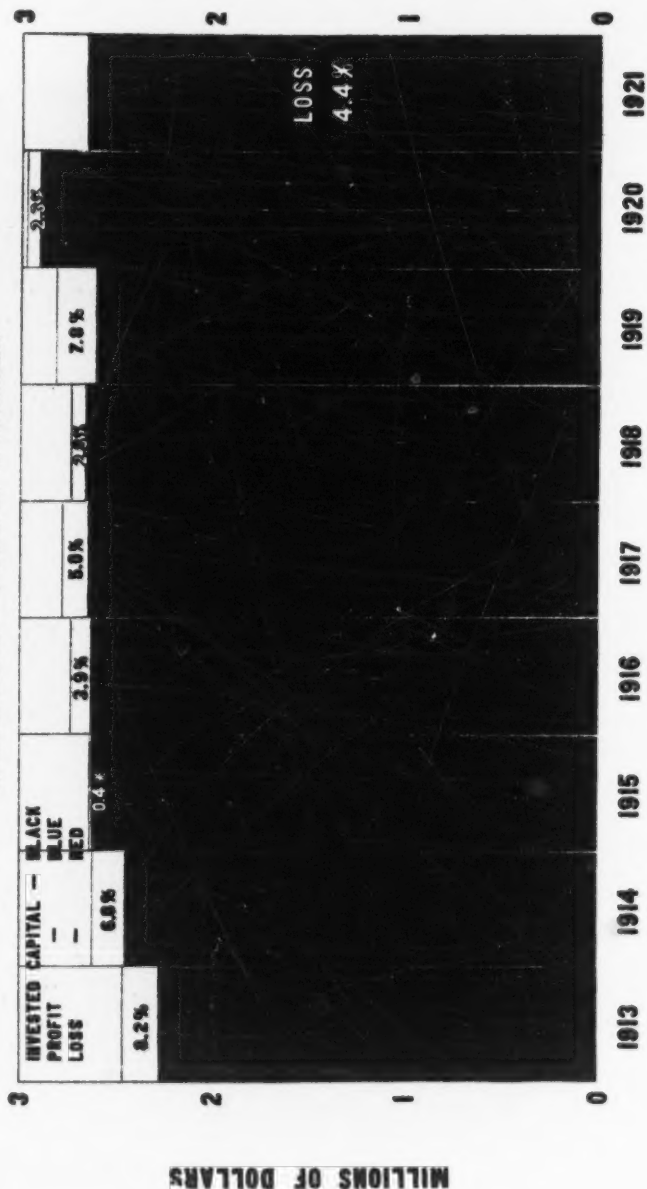
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT



VULCANITE PORTLAND CEMENT COMPANY PROFIT AND INVESTED CAPITAL

Deft. Ex. No. D 353

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
 INVESTED CAPITAL = AS REPORTED TO GOVERNMENT

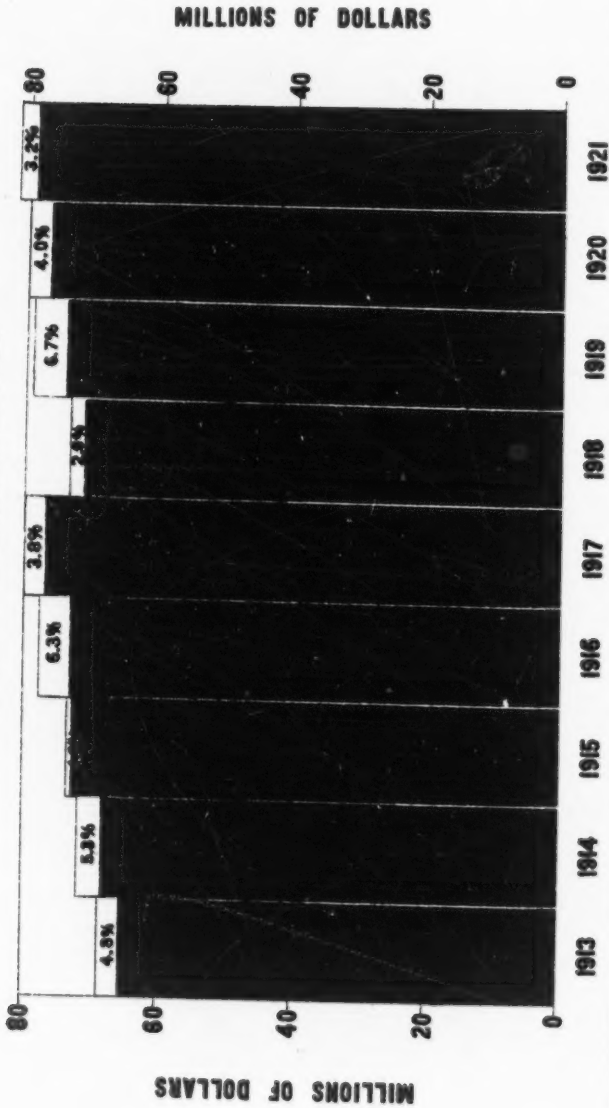


19 COMPANIES

PROFIT AND INVESTED CAPITAL

PROFIT = NET TAXABLE INCOME AS REPORTED TO GOVERNMENT LESS TAXES
INVESTED CAPITAL = AS REPORTED TO GOVERNMENT

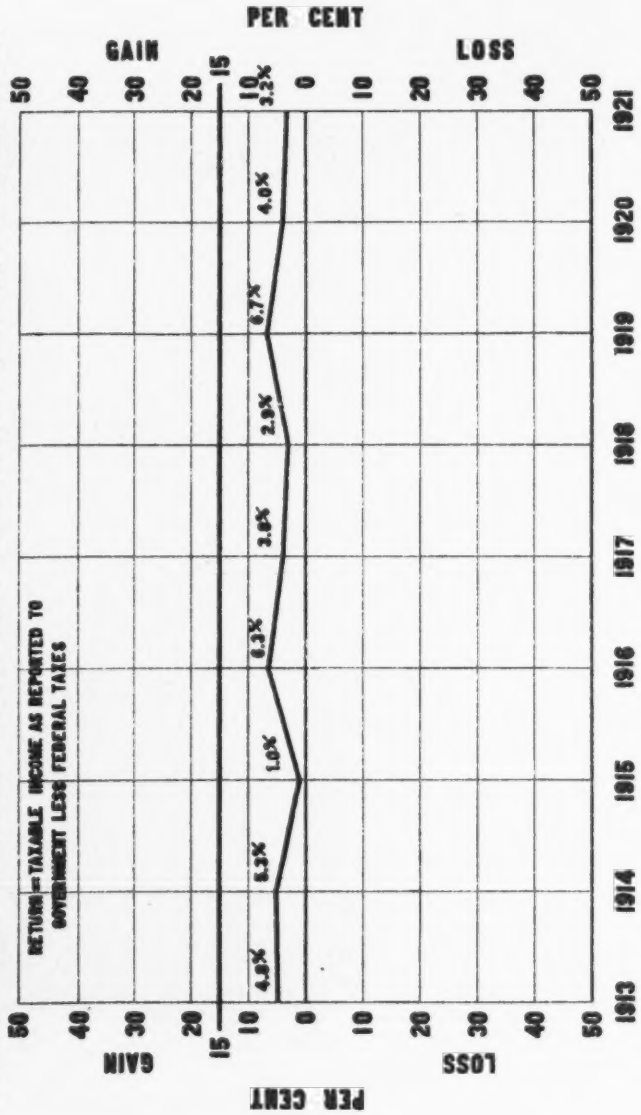
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Def't. Ex. No. D 354

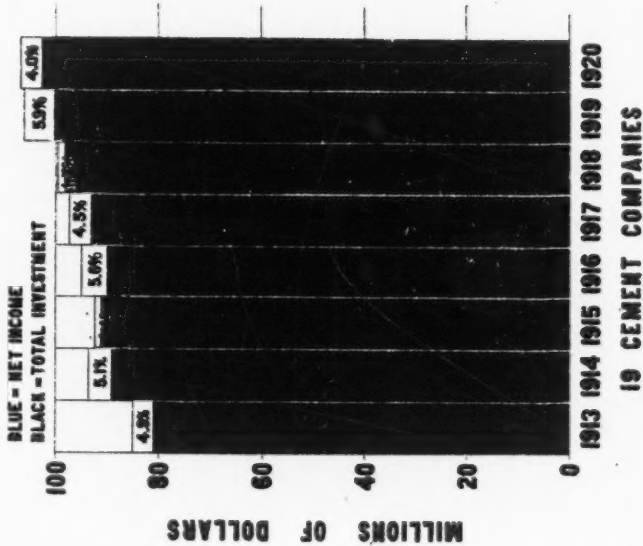
19 COMPANIES

PERCENTAGE OF RETURN ON INVESTED CAPITAL AS REPORTED TO GOVERNMENT



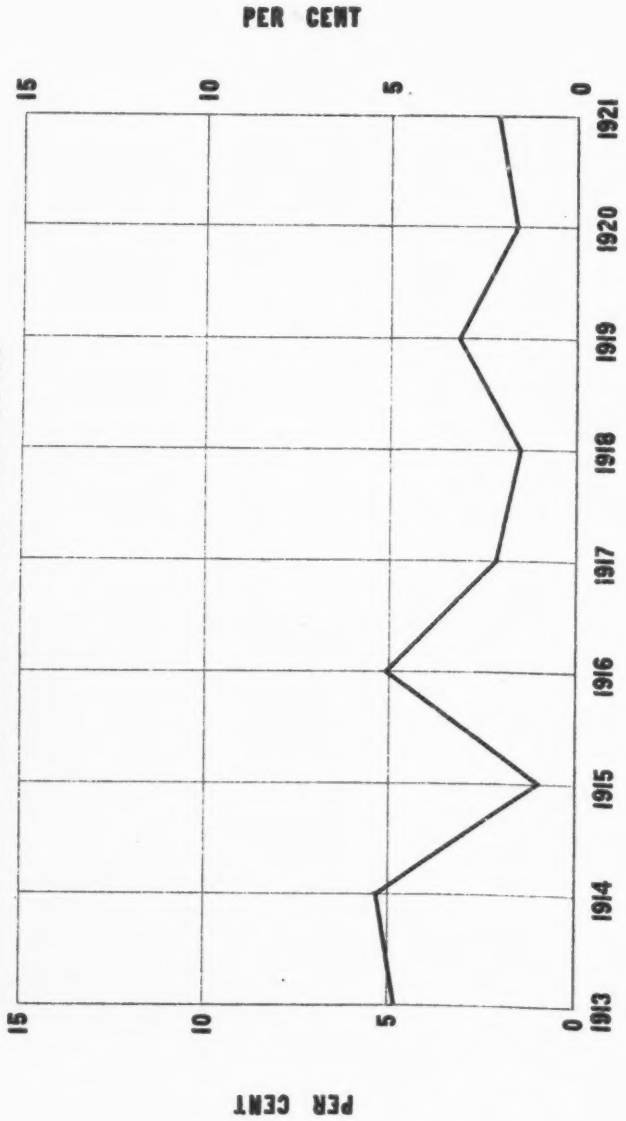
19 COMPANIES
NET INCOME PLUS INTEREST PAID IN PROPORTION TO TOTAL INVESTMENT
IN BUSINESS

Deft. Ex. No. D 356



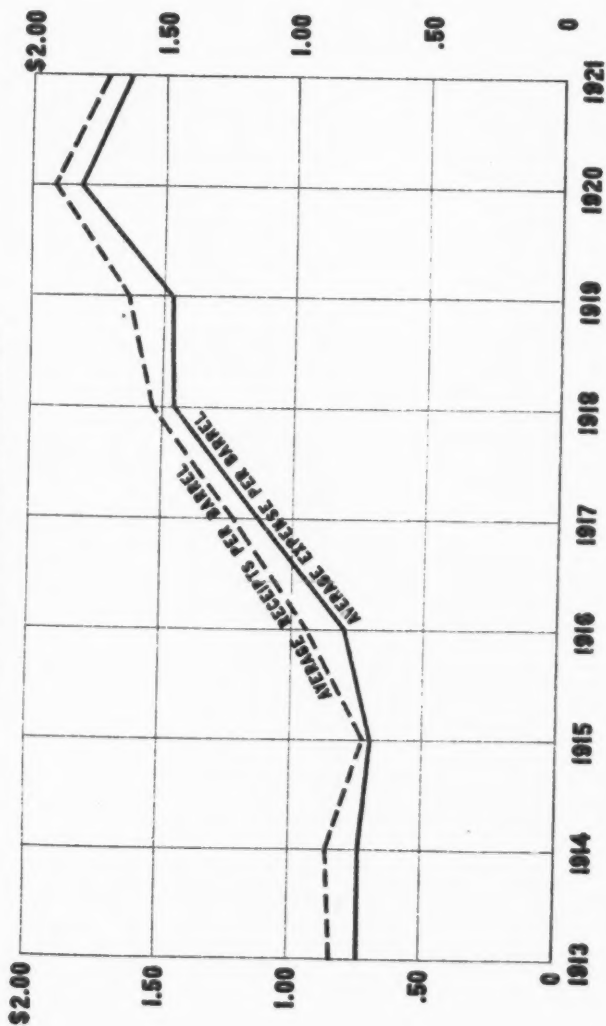
Deft. Ex. No. D 364

**PERCENTAGE OF PROFITS ON INVESTED CAPITAL AS REPORTED TO GOVERNMENT
BASED ON VALUE OF DOLLAR AS SHOWN BY INDEX FIGURES
BUREAU OF LABOR STATISTICS**



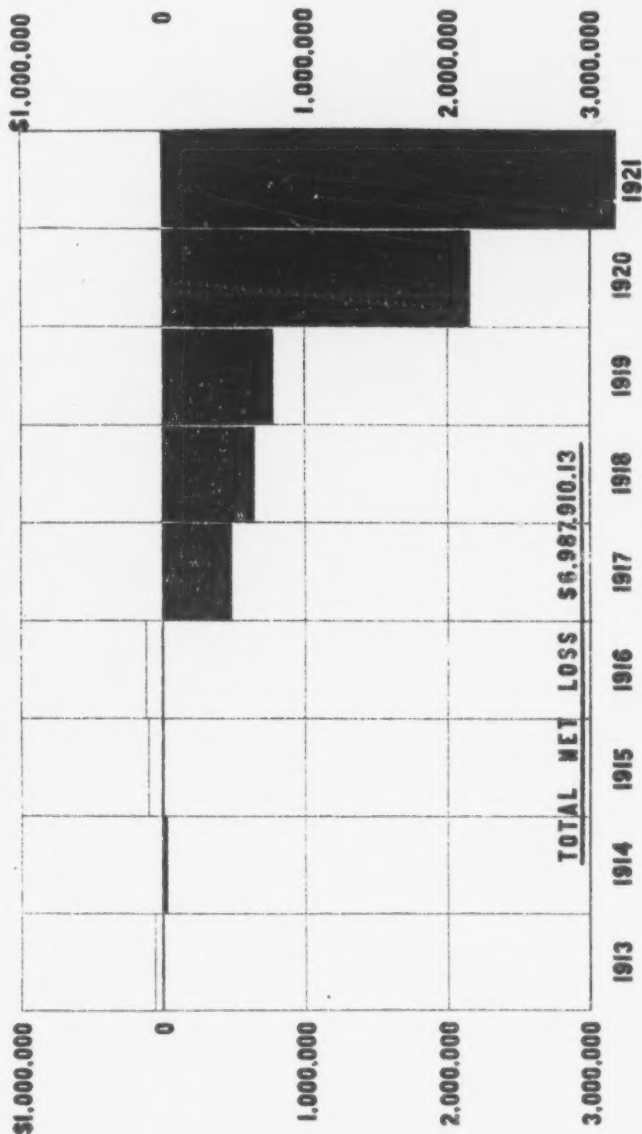
19 COMPANIES

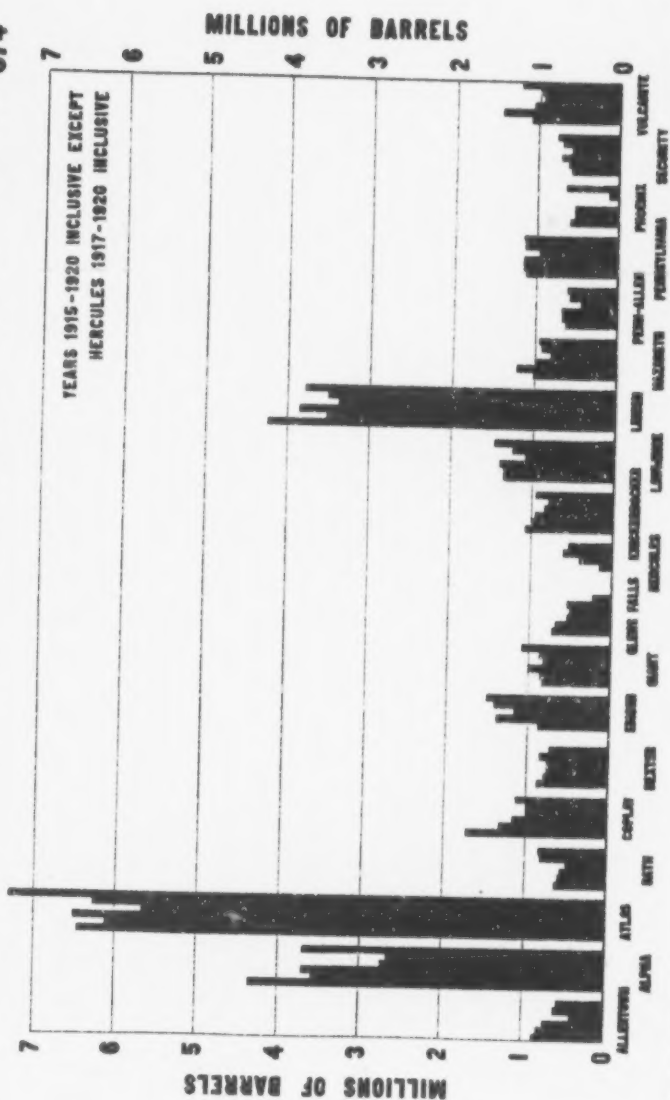
AVERAGE RECEIPTS PER BARREL FROM SALE OF CEMENT AT MILLS
AND EXPENSE PER BARREL



17 COMPANIES

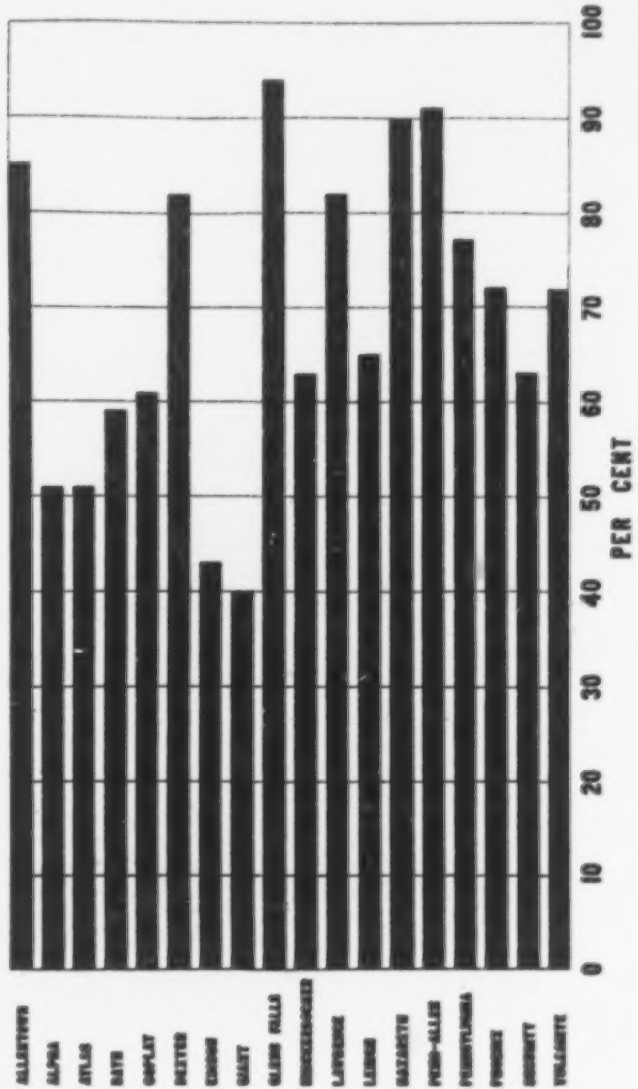
PROFIT AND LOSS ON BAGS





Def. Ex. No. D 348 A

CHART GRAPHICALLY ILLUSTRATING GOVERNMENT'S EXHIBIT NO.391
YEAR 1916



Def. Ex. No. D 308 B

CHART GRAPHICALLY ILLUSTRATING GOVERNMENT'S EXHIBIT NO.391
YEAR 1917

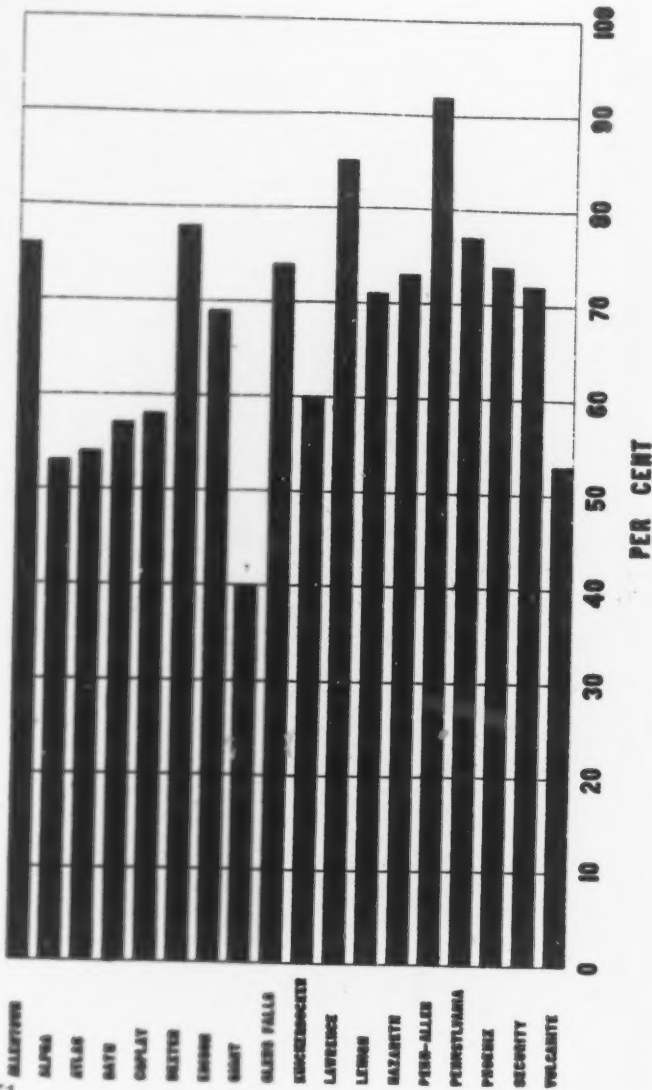


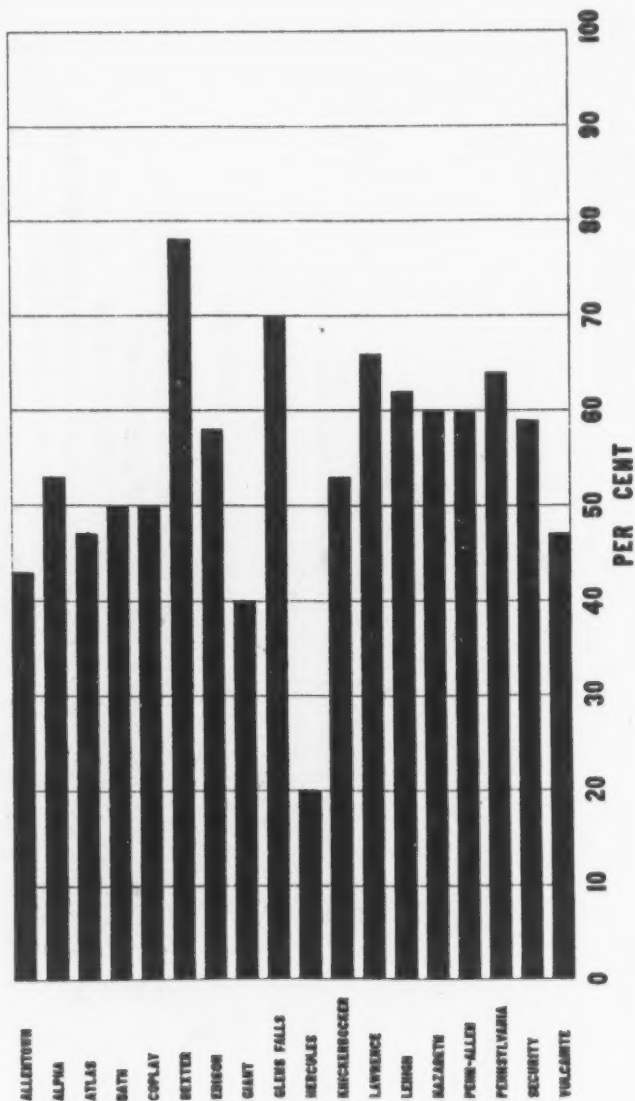
CHART GRAPHICALLY ILLUSTRATING GOVERNMENT'S EXHIBIT NO.391

Def. Ex. No. D 343 C

1402

2398

YEAR 1918



Def. Ex. No. D 368 D

CHART GRAPHICALLY ILLUSTRATING GOVERNMENT'S EXHIBIT NO.391

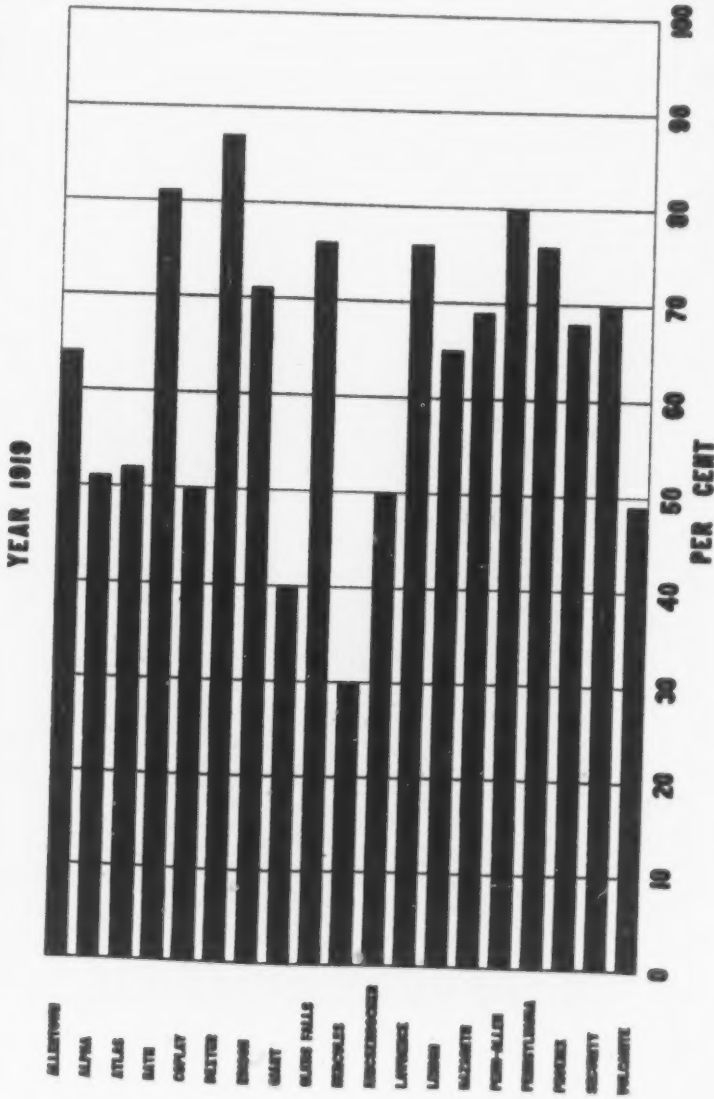
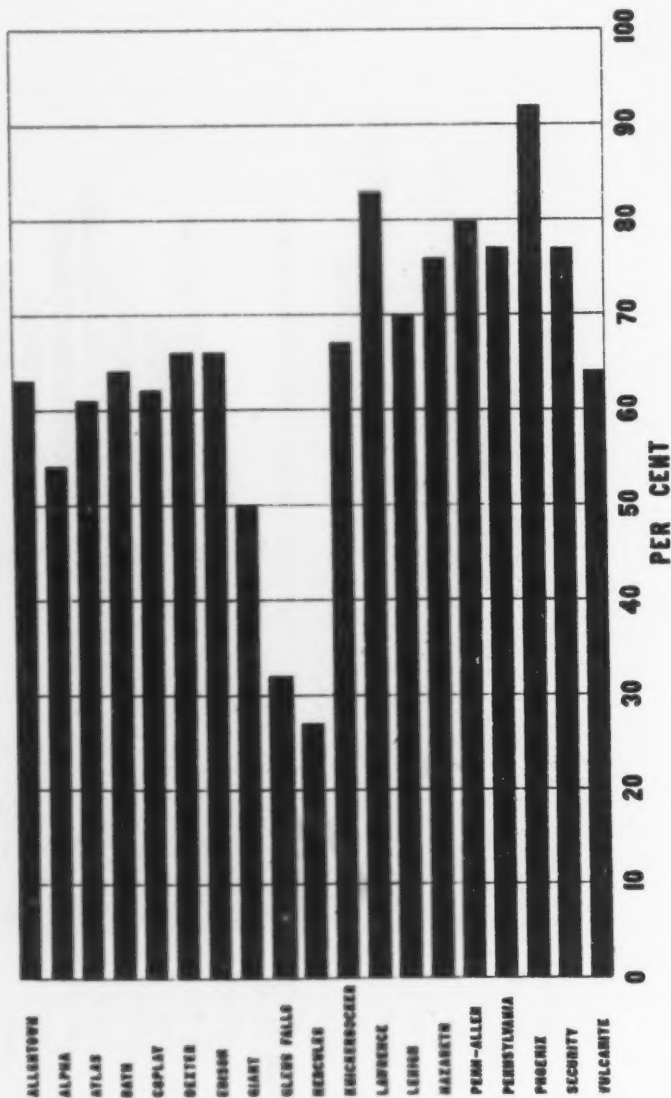


CHART GRAPHICALLY ILLUSTRATING GOVERNMENT'S EXHIBIT NO.391 D-4. Ex. No. D 346 E

1404

2400

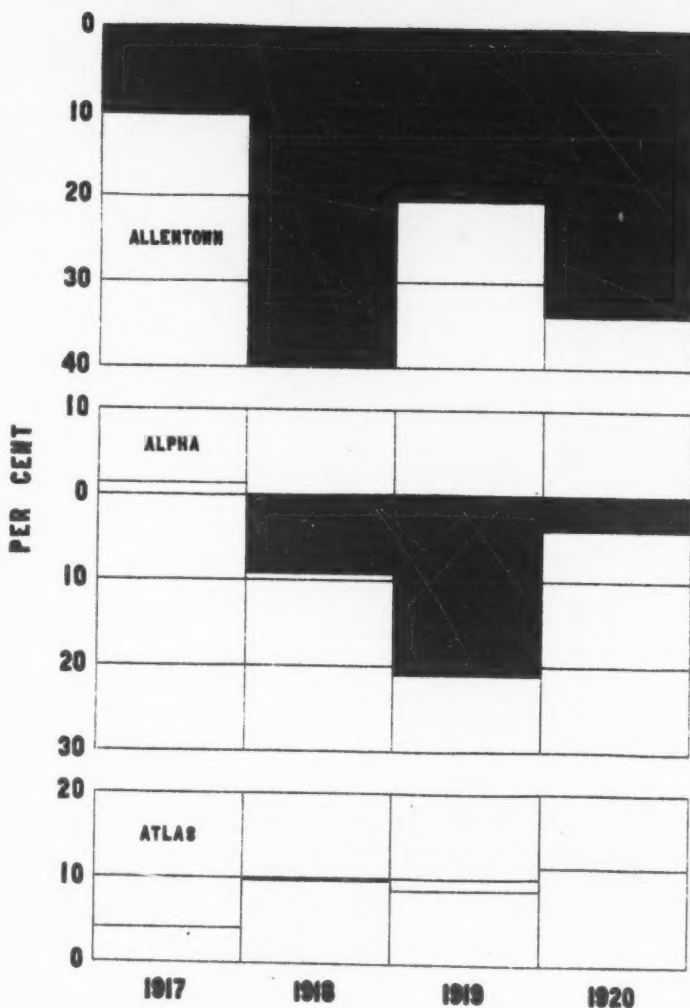
YEAR 1920



1405

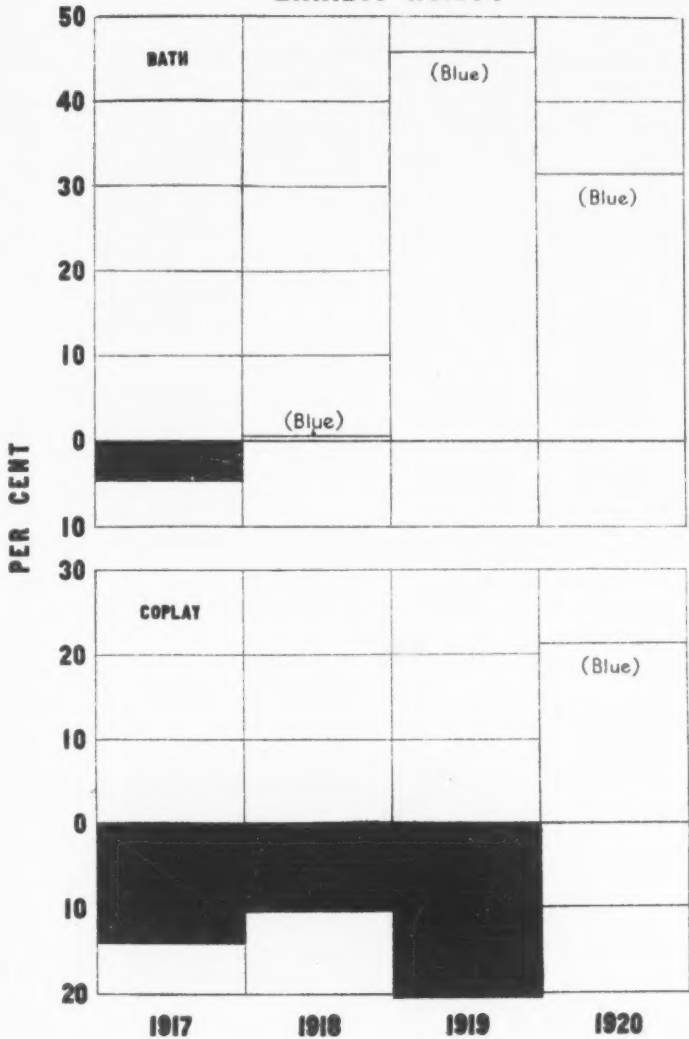
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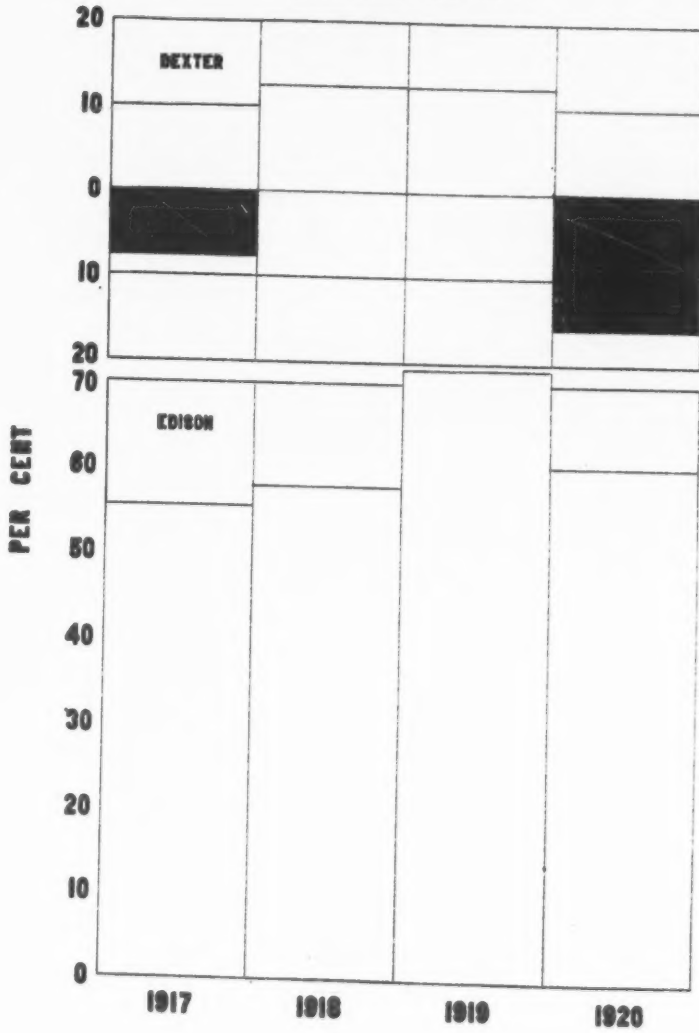
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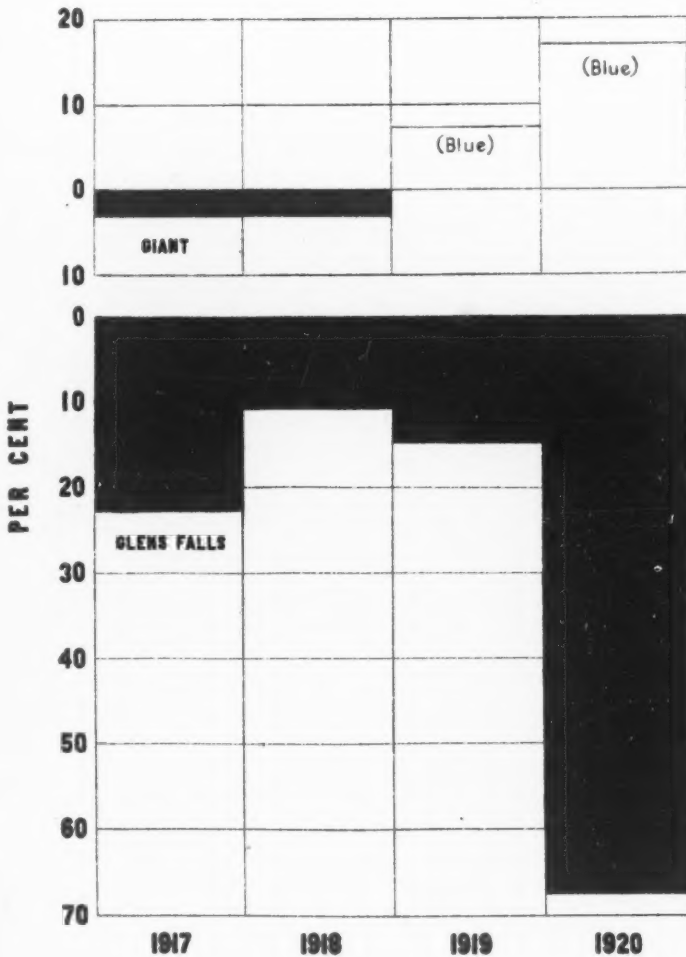
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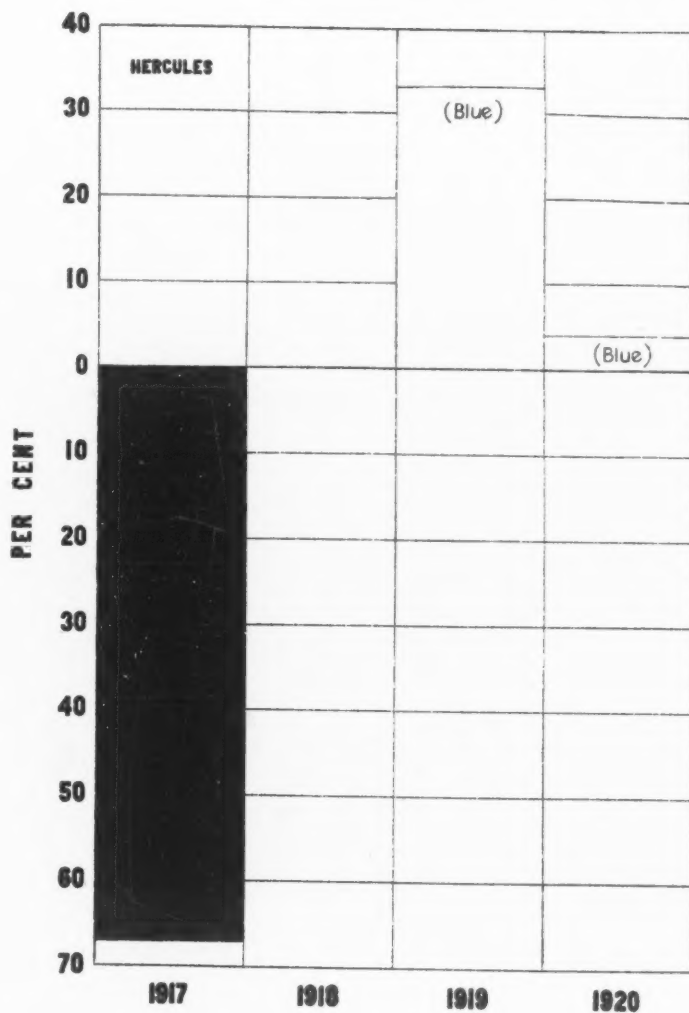
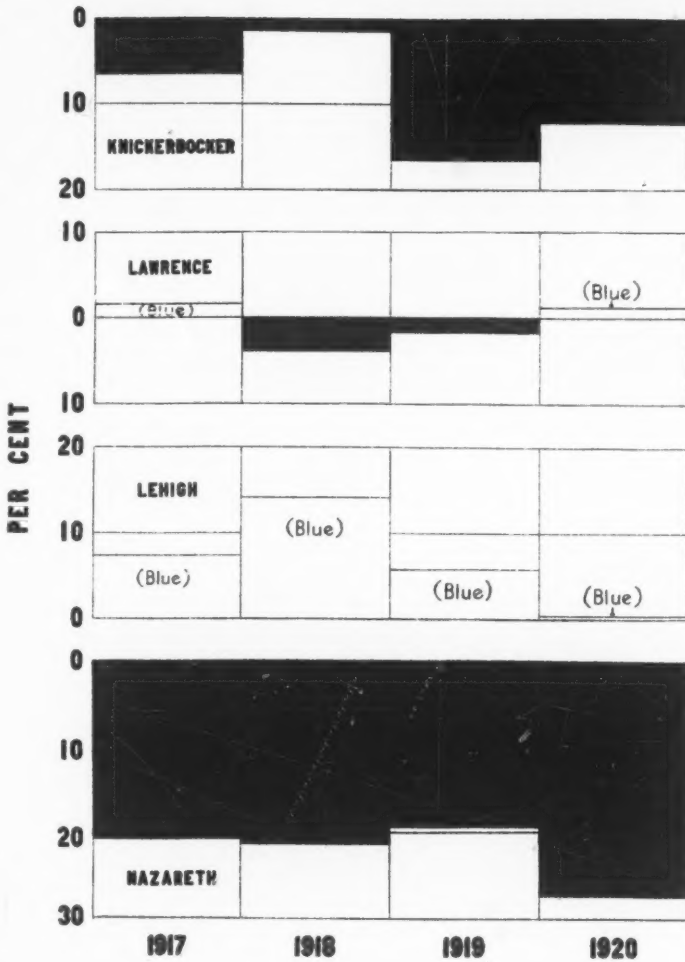
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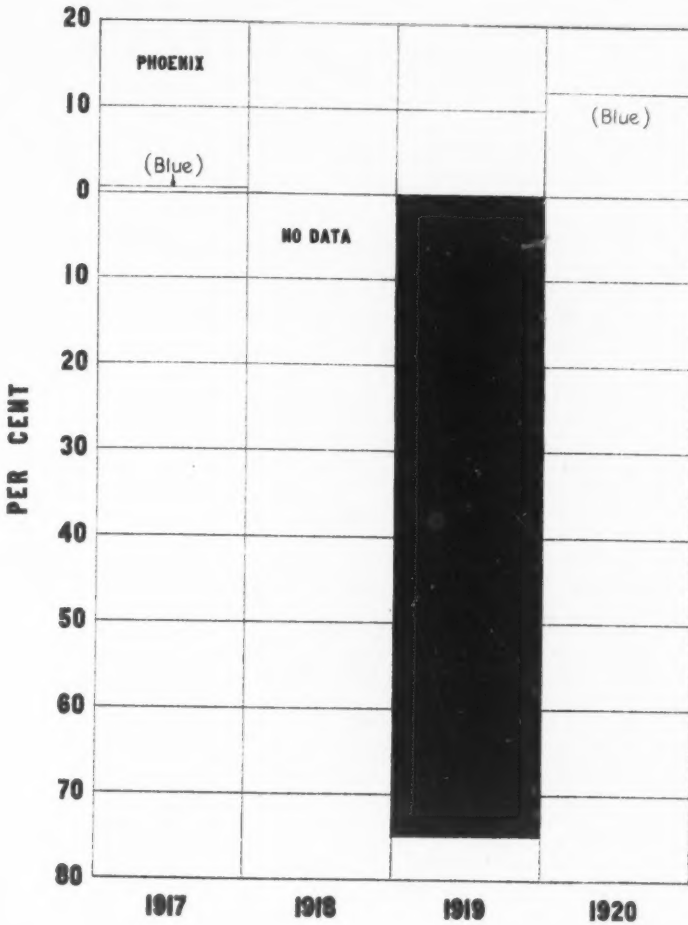
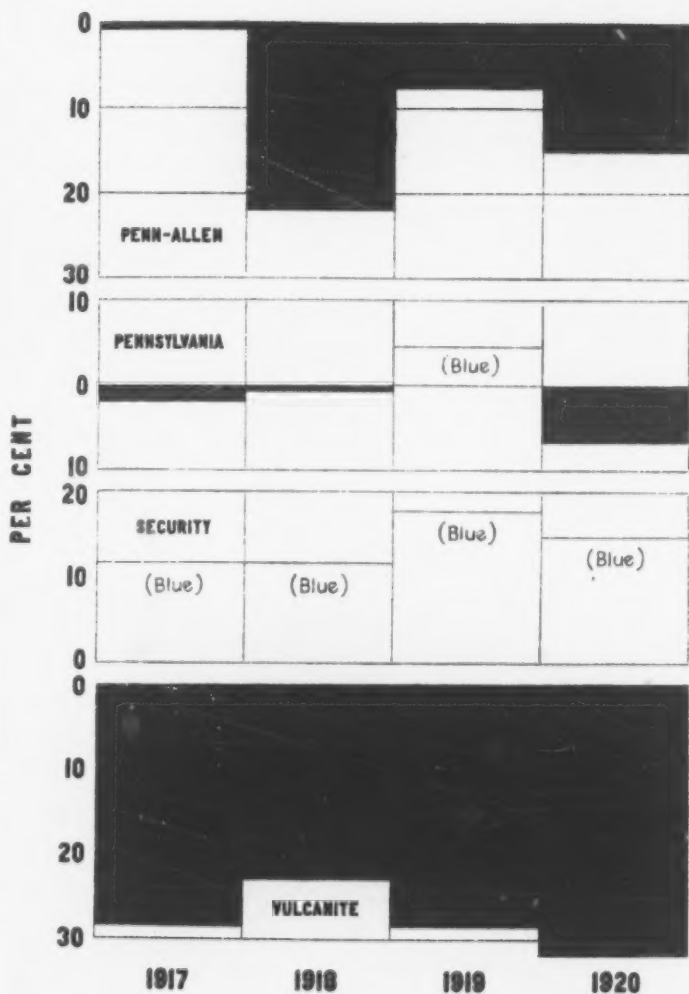
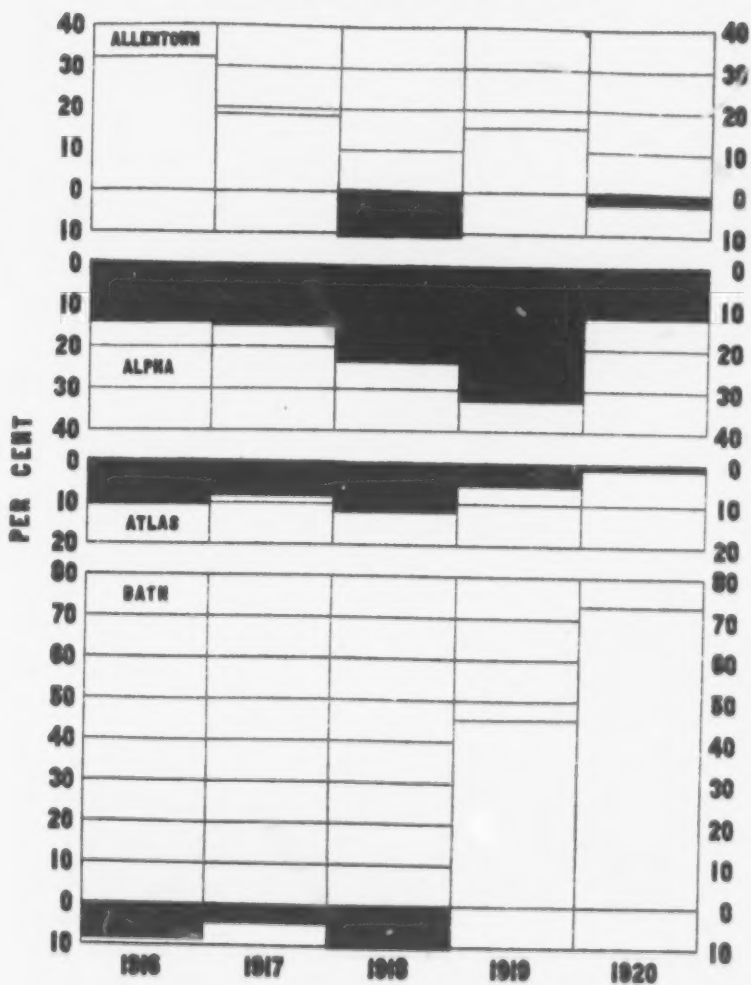
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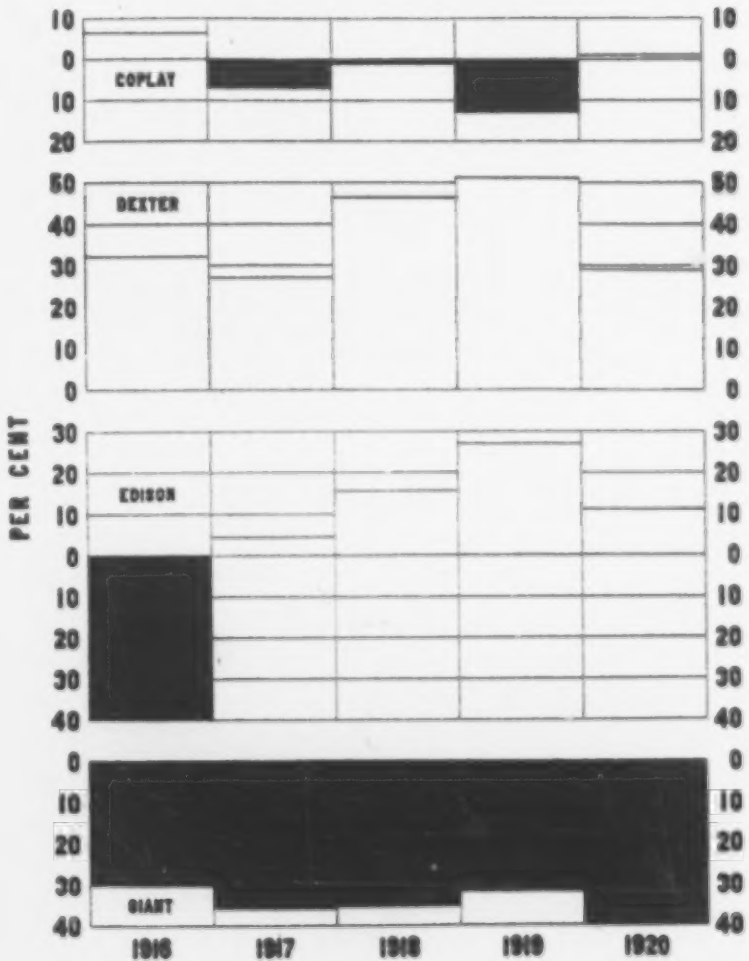


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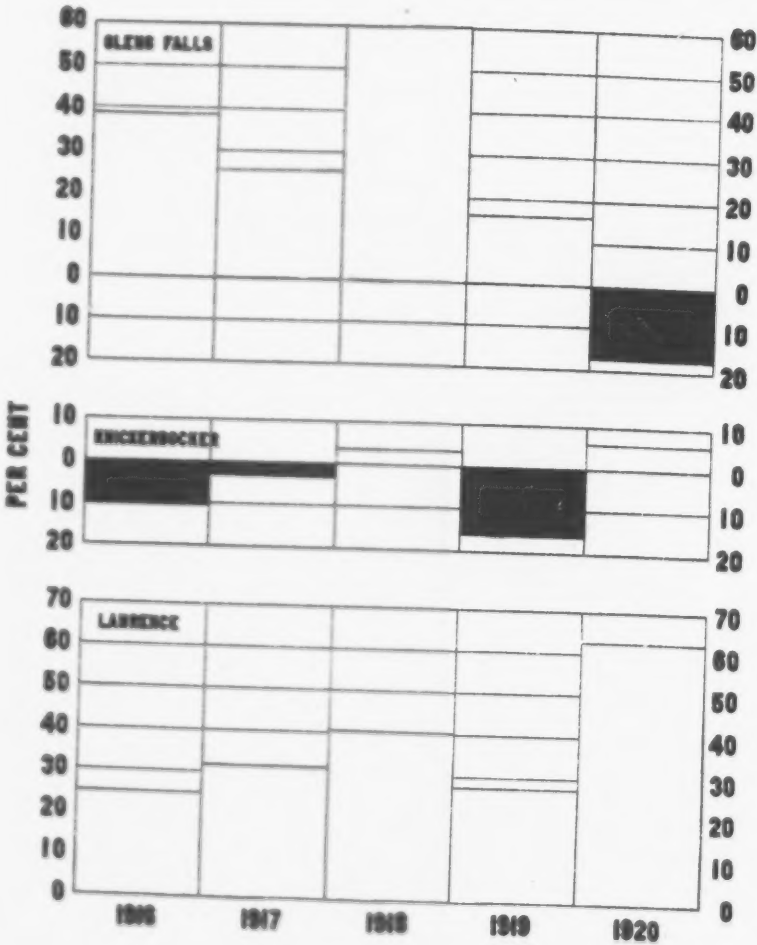
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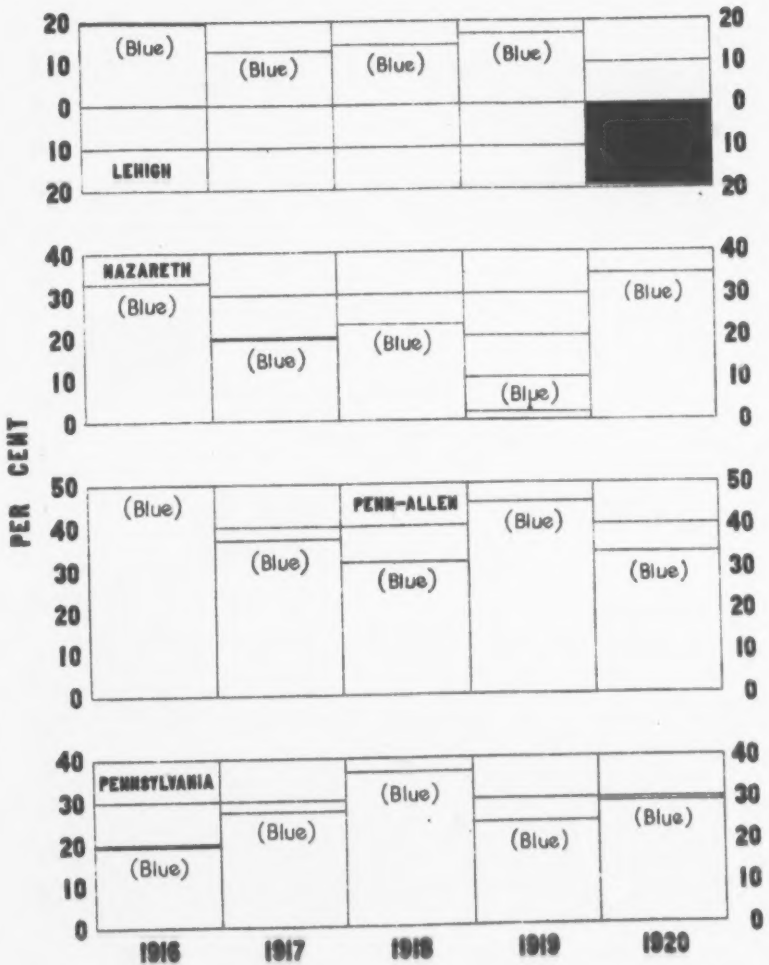
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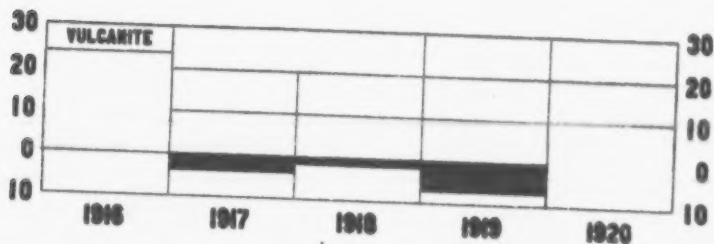
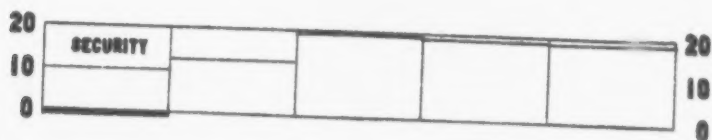
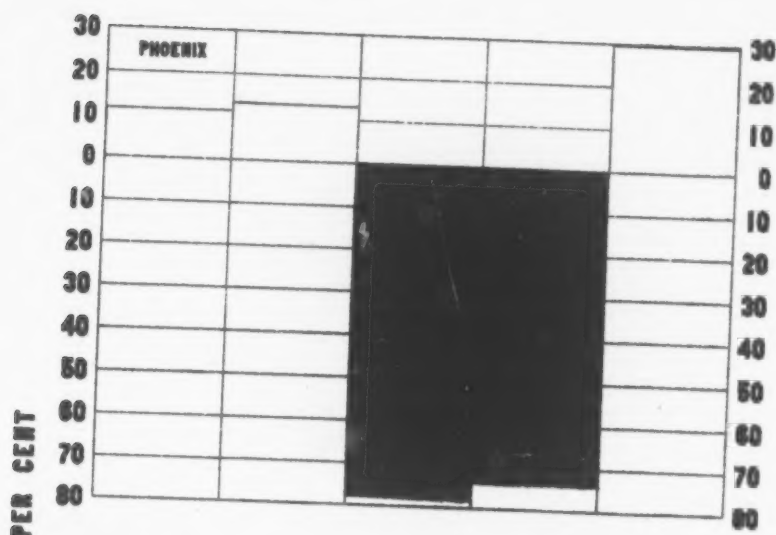
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Def. Ex. No. D 370 E

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[fol. 2414]

DEF'TS' EX. NO. D-371

Federal Trade Commission

Fundamentals of a Cost System for Manufacturers

July 1, 1916

[fol. 2415]

Federal Trade Commission

Washington

Edward N. Hurley, Chairman; William J. Harris, Vice Chairman;
Joseph E. Davies, Will H. Parry, George Rublee; Leonidas L.
Bracken, Secretary.

July 1, 1916.

To the American Manufacturer:

The Federal Trade Commission has found that an amazing number of manufacturers, particularly the smaller ones, have no adequate system for determining their costs and price their goods arbitrarily. It is evident that there must be improvement in this direction before competition can be placed upon a sound economic basis.

With the object of aiding in the improvement of business generally we have endeavored in this pamphlet to show briefly the importance of accurate manufacturing costs and the fundamental principles underlying them. I commend it to your attention and feel satisfied that if you will read it carefully you will find many helpful suggestions.

The pamphlet has been prepared under my direction by Mr. Robert E. Belt, Chief Accountant, and Mr. R. W. Gardiner, Assistant.

Trusting we may have your hearty co-operation, I am,

Very respectfully yours, Edward N. Hurley, Chairman.

[fol. 2416]

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[fol. 2417] Fundamentals of a Cost System for Manufacturers

[fol. 2418] [Several pages not printed by consent.]

Exchange of Statistical Information Beneficial

In the past many manufacturers disliked to give out information concerning their business. To-day the reverse is the case. Trade

associations are compiling statistics as to production, shipments, and costs for the benefit of their members, and the manufacturer instead of trying to keep this information to himself welcomes the opportunity to supply the data, knowing that his competitors are doing the same thing and that these statistics will be of benefit to himself and to his industry. The Federal Trade Commission is keenly alive to the value of this information.

The Commission is urging manufacturers to determine their costs accurately in the interest of better trade conditions. It believes that anything that is of benefit to an industry is of benefit to the public, and it is also of the opinion that the nearer cost systems approach uniformity the more valuable will be the results.

[Remaining pages not printed by consent.]

[fol. 2419]

DEF'TS' Ex. No. D-372

Federal Trade Commission

Washington

August 2, 1916.

Mr. Charles F. Conn, Chairman Cost Accounting Committee, Portland Cement Association, Pennsylvania Bldg., Phila., Pa.

DEAR SIR: Relative to your request that the Federal Trade Commission review the Commercial Cost Summary and Cost Accounting system of the Portland Cement Association, I am glad to report that the Commission heartily commends the efforts of your Association to aid the cement manufacturers of the country in improving their accounting methods and business practices, and considers the accounting plan excellently designed along simple and practical lines and to be in accordance with the best accounting practice. Your work, therefore, has our unqualified endorsement.

We feel sure if manufacturers were in possession of adequate information about their business and knew definitely their true costs [fol. 2419½] of manufacture and distribution, unintelligent competition would be reduced to the minimum.

With best wishes for the success of your good work, and the welfare of your industry, I am

Very truly yours, Edward N. Hurley, Chairman.

[fol. 2420]

DEF'TS' Ex. No. D-375

An Address by Edward N. Hurley, Vice Chairman Federal Trade Commission, Before the Portland Cement Association, at Chicago, Ill., May 10, 1916.

I am very glad to be with you tonight and to meet the members of the Portland Cement Association. When my personal friend,

Mr. John R. Morron, wrote me asking if it would be possible for me to talk to you, I replied by return mail that it would be a great pleasure to do so, first, because I wanted to grant Mr. Morron's request, and, second, because the opportunity of meeting a group of business men who are doing big things always appeals to me.

It has been my good fortune the past year to have met almost all of the business men appearing before the Federal Trade Commission. They have presented many of their problems and as a business man it has been particularly gratifying to me not to have had a question presented by them that did not show in every way honesty of purpose and straight-forwardness.

Many of the economic questions before the American manufacturer to-day are not so serious or so complicated that they cannot be worked out on a sound, practical basis. Within a reasonable length of time Government and business will undoubtedly reach a better [fol. 2420½] understanding and both recognize that in order to do big things they must have the same object in view and have confidence in each other. I believe these conditions are being realized to-day, and if co-operation continues the problems will be easy to solve and will make the effort worth while.

The Chamber of Commerce of the United States has a Federal Trade committee of which Mr. Harry A. Wheeler of Chicago is chairman. Last autumn this committee sought a conference with the Department of Justice with a view to ascertaining the probable attitude of the Department of Justice with respect to future prosecutions under the antitrust laws. It was explained to the Attorney General by representatives of the committee that if he would express himself, it might be regarded as reassuring to the public mind and at the same time dispel some uncertainty which heretofore has been said to exist. A number of conferences were held and the result was that the Attorney General made a statement in which among other things he outlined the policy of the department as regards the method of enforcing the law in those cases which are admittedly doubtful. He stated that where men have entered into a transaction, believing in good faith that the transaction is a lawful one, and subsequently upon complaint made the department reaches the conclusion that the transaction was not in accordance with the statute but is yet satisfied of the good faith and innocent purpose of the parties and can see that there was ground for the view upon which they acted, it has not been and will not be the policy of [fol. 2421] the department to invoke extreme penalties against them. In such a case the department would consider that the just and appropriate and quickest way of enforcing the law would be by a civil proceeding in which the question involved could be contested or a consent decree entered, according as the defendants desired, or by a notice to the parties of the Department's conclusion with opportunity to abandon or modify the transaction. It was further stated by the Attorney General that no proceeding is ever instituted until after the most painstaking and exhaustive investigation, in the course of which the person or corporation against whom com-

plaint is made is given full opportunity to submit its defense before any action is taken.

Groups of business men are constantly coming before the Federal Trade Commission, asking for information as to how they can improve conditions. Manufacturers come to us protesting against overproduction or complaining against their competitors, claiming unfair methods of competition and asking us for relief. They assert their competitors are selling goods below cost and ruining the industry in which they are engaged. For these evils, often of many years' standing, they request relief.

Lack of Adequate Information

The Federal Trade Commission, no matter how anxious it is to be helpful to those laboring under these industrial disadvantages, is confronted at the outset with a lack of adequate information regarding industry.

[fol. 2421½] With all the attention that has been given to business the past 15 years it is a remarkable fact that to-day there is no comprehensive data available, no constructive material at hand to furnish to a manufacturer, merchant or trade association desiring to improve the unsatisfactory conditions in their industry. Without such data it is impossible to make recommendations to Congress for helpful constructive legislation.

From the Government the railroads receive statistics giving them a broad view of the transportation situation of the country. The farmer is told frequently the conditions of the crops so that he may know how and when to dispose of his surplus products. The health of his stock is under the jurisdiction of the Government. The banker is furnished details as to the financial condition in the country by the Treasury Department. These are helpful fields of Government activity and the people of the country are heartily in accord with this work.

Manufacturers and merchants who are merchandising the farmers' product, shipping their goods over the railroads, depositing their money in the banks, and meeting the payroll of thousands of employees—these, too, should be furnished with data and information regarding their respective industries.

In order to cooperate intelligently with the manufacturers and merchants of the country, the Federal Trade Commission must have the facts about industry. With this thought in mind we recently submitted to the manufacturers of the country a form asking them to answer a few questions in regard to their business. Take the [fol. 2422] cement business for example. We hope to show for this industry the aggregate capital stock of all the cement manufacturers in the United States, the bonded and other indebtedness, the accumulated surplus or the earnings invested in the business, the net sales and the net profits. We will also show in the aggregate the depreciation charged off and the losses from bad debts. The amount of depreciation charged off will indicate in a measure whether this important item is being treated in a practical way.

These figures, when compiled, will show whether or not the industry is in a good condition. If the money invested in the business is not yielding a fair return, the industry is not very healthy. It may be caused by overproduction and unremunerative prices, or it may be that the business is not being as efficiently conducted as it should be.

If, after having these facts before us we find that the cement industry requires further attention and should desire our cooperation, we will be able to discuss intelligently with cement manufacturers or the Portland Cement Association remedies that may be helpful.

The subject of more uniformity in cost finding is one that is at present receiving careful attention on the part of many manufacturers and trade associations. A number of trade associations are in this way achieving marked success in strengthening their industries. It has been demonstrated that a knowledge of cost determined by uniform practice will improve trade conditions to a remarkable degree. By a uniform practice I mean a common classification of [fol. 2422½] costs, both manufacturing and selling, a uniform method of distributing overhead expense, and a uniform method of providing for depreciation with rates more or less standardized. If this condition existed, your association could then gather production statistics which would be comparable and which would be valuable to you for your information and guidance. You manufacturers could then talk the same language. You would be in a position to profit from each other's experience, to conduct your plants more efficiently, and, to price your product intelligently.

If this great cement industry is successful, your employees, your stockholders, your customers and our country generally would be materially benefited. It is time for the Government and business to realize that they have here as well as in other industries important tasks before them that can be successfully worked out by friendly cooperation.

Standard Accounting Methods

When business was done on a large percentage of profit, questions of accurate cost and of operating efficiency were not so important, but in most lines of industry to-day the large percentage of profit has passed. Manufacturers are working on smaller margins and must absolutely know what their goods cost. With margins of profit so close, any unreliable method of arriving at cost of production must be eliminated.

It is a fact well understood among business men that the general demoralization in a large number of industries has been caused by [fol. 2423] firms who cut prices not knowing what their goods actually cost to manufacture; the cost of selling also, which is equally important, is almost wholly lost sight of. Are the officers of the companies who are cutting prices right and left, irrespective of their costs, fair to their customers, stockholders, or competitors?

Quality and service are becoming greater factors in the field of

merchandise. Long after the price of a product is forgotten the quality of that product is remembered.

A manufacturer who does not know with a close degree of accuracy what it costs him to produce the different articles he manufactures, and what it costs him to sell them, is not in a position to meet intelligently competition and invites business disaster.

Many of the larger manufacturers have thorough cost accounting systems, which they recognize as necessary in order to give them the information essential to successful management. On the other hand, the number of small manufacturers who have no adequate cost accounting system and who price their goods arbitrarily is amazing.

Proper accounting for the smaller manufacturer is most essential. It is necessary for his success that he know on what particular article he is making a fair profit and on what he is making only a narrow margin of profit or losing money. If he has this information he can concentrate on the manufacture and sale of the product on which the profits are satisfactory.

[fol. 2423½] Whole industries, in many instances, are suffering from a general lack of intelligent knowledge of cost.

How the Commission Can Help

How can the Federal Trade Commission help to improve this situation?

The Commission has no intention and no desire to use compulsory methods. But it does hope to reach the desired end by encouraging improvements in accounting practice, by indorsing standard systems of bookkeeping and cost accounting, and by assisting in devising standard systems, either at the request of individual merchants and manufacturers, or through the association that represents the industry.

It is recognized that no one standard system of accounting is applicable to all classes of business, but that special systems are required for each group or class of commerce and industry.

The Commission, furthermore, while recognizing the commercial advantages to be derived from uniformity of systems, does not advise making a change where systems already installed give adequate information and are economically operated.

All of us are talking a great deal these days about mobilizing American resources. Mobilizing means simply organizing to achieve a common purpose. Many manufacturers seem prone to associate mobilization with expansion. I venture to suggest that you gentlemen may profitably devote some attention to the psychology [fol. 2424] of this error, with a view to getting the true situation indelibly impressed on the minds of the men of the business world.

I hope, now that our business has become normal and our factories are running on full time, that our manufacturers will place capacity ahead of expansion. I hope that, instead of rushing to build additions to their plants, they will ascertain whether or not their present equipment has reached the maximum of a day's work, and then develop the night shift so that every piece of machinery will be work-

ing to its limit. We have an example of what American manufacturers can do along this line in the automobile industry.

We should get away from that old-fashioned notion that the night crew is lacking in efficiency, and that its workmanship is not up to the standard.

There has been over-anxiety to enlarge our industrial plants before we have worked our present equipment to its capacity. Consequently, when there is depression in business in this country, we have an overproduction for our home requirements, and, with no large foreign markets for our surplus of manufactured goods, we immediately start to cut prices, on the plea that such action is necessary in order to keep the plants running to their large potential capacity. This always results in a general demoralization of our industries.

If we can stop this overproduction we will have a surplus of money to invest in foreign countries, instead of having millions tied up in plants that are running three days a week to supply our market, [fol. 2424½] with no returns on the investment.

With present business and profits holding through this year our industrial concerns will reach that commanding position which comes with great and ready cash resources. Among some of our larger concerns this position already has been attained. The United States Steel Corporation began the present year with \$105,000,000 in cash. This largest of our industrial companies never before reported cash holdings in excess of \$68,000,000. Other concerns, especially those engaged directly in war business, have immense cash holdings.

Our industrial concerns, in short, are fast getting into condition to finance greater business than ever before, not only at home but abroad. They are getting to a place where they will be able to make contracts, say with South American countries, on a basis never before possible to Americans, and to do it without special arrangements with bankers.

One of the commanding holds upon foreign trade which the German dyestuffs manufacturers had, before the war set a barrier against them, was their immense power in working capital, which enabled them to extend credits and to conduct all sorts of aggressive campaigns to get world business. We are getting into a position where we can profit by this example. This will aid us in getting the greatest benefit out of the situation.

Trade associations that are putting forth a special effort to improve their systems of cost accounting, bettering their processes of [fol. 2425] manufacture, obtaining credit information, and endeavoring to improve the welfare of their employees will be important factors in our country's development in the next few years.

Special commendation should be given to associations that are endeavoring to build up industry in these constructive ways. Successful production and successful merchandizing require many steps in the process of changing the form of the raw materials, and putting the product on the market at a figure adequate to cover the cost of production and the cost of selling and net some profit to the

producer, without charging the consumer an excessive price; and neither the individual manufacturer nor the Government alone can work out the many serious economic and business problems involved with the same success as can a group of associated producers, laboring and cooperating together. These associations, when conducted intelligently and rationally, with the thought of bringing about improved business conditions, will make it possible for our industries to compete in price and quality in the markets of the world.

Trade associations should not only be encouraged to increase their membership, but should be furnished by the Government with complete statistics in their particular line and be assisted in every way to develop and stabilize the industry which they represent.

There should be a greater degree of organization and of mutual helpfulness in all lines of trade and industry, so that American business may be welded into a commercial and industrial whole; the part of the Government is to cooperate with business men, on re-[fol. 2425½] quest, and to bring about the results that will benefit business and hence promote our national welfare.

In European countries the cement industry is organized and centralized to a considerable extent. Wherever cement is manufactured, associations and combinations have been formed among manufacturers and dealers. We find such combines among the cement producers of England, France, Belgium, Russia, Sweden, Norway, Denmark, Austria, Switzerland, Italy, and even Roumania. England once virtually monopolized the world's markets in the cement industry, and by means of preferential tariff agreements with its colonies, which place other countries at a disadvantage, English cement is still exported in considerable quantities to Australia, Canada, Egypt, and other British possessions.

In recent years the German cement industry has made such remarkable progress that its products have superseded very largely those of English manufacture in several countries. The secret of success achieved by the German cement industry is to be found in the co-operation of manufacturers and dealers with a common aim to promote and improve their mutual business interests; and the employn. of the most up-to-date results of chemical research and the application of efficient technical methods and standards.

Virtually the whole cement industry of Germany is organized into and controlled by five large cartels which combine about 90 stock companies. These different cartels are again interrelated with one another and have agreements and understandings among themselves as well as with cement syndicates in other countries.

[fol. 2426] All German cement interests are united in the Association of German Cement Manufacturers. In many respects this body is a model trade organization. It offers a typical example of how co-operation among manufacturers of a certain line of business can promote and further the industry in which they are engaged to the mutual advantage of all. Under the auspices of this association chemical research work on a large scale has been conducted for a number of years. It has proved highly successful from the technical

as well as from the financial point of view. As a result of the joint working together of the members of this association a standardized product has been established, and this has contributed materially towards the development of the German export trade in cement. The association requires its members to put a product on the market which comes up to certain specified minimum requirements. One of the main efforts of the association in fact consists in constantly impressing upon its members the fact that it is their duty to produce a uniform and high-grade product only.

Belgium is an important factor in the cement business of the world. The seventeen leading Belgian cement producers are combined in a syndicate whose central selling agency is located in Brussels. They act as a unit, and export cement to many countries. Their chief markets are Holland and Argentina.

The estimated production of Portland cement in the United States for 1915 was 85,732,000 barrels. This production is about 70 per cent of the capacity. If a foreign business could be developed that [fol. 2426½] would take up this surplus capacity and allow the mills to run at a maximum it would prove a great benefit to the country and to the cement industry.

The reason for the advantage enjoyed by European countries in exporting cement is due partly to their better transportation and credit facilities, but to a far greater extent to the co-operation or combination within the industry itself. Not only have combinations existed among cement producers of each European country but agreements or combinations have existed between different countries.

An international cartel has been formed by English, German, Belgian, Danish, Swedish, and Norwegian cement manufacturers for the purpose of regulating prices for oversea export.

The German cement syndicates also have separate agreements with Belgian, Swiss, Danish, and Austrian cartels. A few years ago the South German, Belgian, English, and Norwegian syndicates made a joint agreement with regard to supplying Holland, which produces little or no cement.

Conservation is the handmaiden of prosperity so far as our foreign trade is concerned. Right here I want to emphasize the fact that the owners of our vast natural resources are the trustees of the American people. When they sell their product at ridiculously low prices—the lumber, the copper and the coal that come from nature's storehouses—they are violating their trust, for ruinous trade spells a waste that brings nothing in exchange. Let me call your attention to a few facts pertaining to our foreign trade in its relation to natural resources, and to facts concerning the methods to prevent waste that are employed by some of our competitors in the commerce of the world. With these facts the members of your association are well acquainted, but this is a propitious time to give special thought to them.

Frankfort-on-the-Main is the home of a combination of German metal buyers who control the world market for copper, lead, zinc, and various other metals. It is a family affair, and has subsidiary companies in England, France, Belgium, Switzerland, Australia,

Africa, Mexico, and the United States. It owns zinc mines in Oklahoma, smelters in Colorado, and controls one of the greatest metal trading companies in New York City. This giant organization with its affiliations dominates the metal markets of the world. Time and again it has depressed the price of our copper. It is a notorious fact that it has compelled our producers to sell copper to foreign buyers at lower prices than to our home users. In spite of the fact that this country supplies two-thirds of the world's copper, and ought to set the prices, the combination has been able to do this, because it deals with our producers as individuals and plays one against the other.

We don't export much coal, but we sell a great deal to foreign shipowners to bunker their vessels which call at our ports. At Newport News the Pocahontas and New River operators of West Virginia are dumping some of the finest coal in the world into foreign bunkers. The price is set for a year by a combination of English [fol. 2427½] brokers. Last year it was \$3.30 per ton, but this year in the face of rising labor costs the combination was able to cut that price to \$3.10 because it could get certain mine operators to make low bids. When freight and other charges are deducted this nets \$1.38 to \$1.43 per ton at the mine, an average of 6 to 7 cents per ton under that charged our own manufacturers. That advantage will be given to foreign shipowners on nearly 2,000,000 tons of West Virginia coal this year.

When conditions arise to threaten waste of the natural resources of our commercial rivals, prompt measures to stop it are taken. Several years ago the German potash miners were competing between themselves and selling potash to foreign countries at a ridiculously low price. Finally they formed a cartel to regulate prices, and were encouraged by the German Government. After this cartel had been in existence for several years a difference of opinion developed and several members withdrew and started negotiations with American buyers for the sale of their potash. One of the largest opened up negotiations with Armour & Company of Chicago, and a contract was made with this firm below the cartel prices. After the contract was sealed, signed and delivered, the German Government notified the independent potash producers that they would have to break the contract; that the prices quoted to Armour & Company were too low; that while the individuals were the owners of the mine they were in reality the trustees for the German people; that the selling of potash to American packers at the price quoted affected every man, woman [fol. 2428] and child in Germany, and that when the potash was gone one of the most valuable resources for Germany's future was destroyed.

That is what Germany does with one of her natural resources. We have a precisely similar opportunity and duty. Down in Tennessee and Florida, and out in the Rockies are the greatest known deposits of phosphate rock, a fertilizer material even more essential to general agriculture than is potash. We produce nearly half the world's output of phosphate rock, and 40 per cent of our production, made up of high grade, goes abroad, chiefly to Europe. Under normal conditions we send 1,000 tons to Germany every day of the

year. Do we follow the wisdom of Germany by combining our producers, charging the prices we ought, and conserving our limited supply of this vital natural resource, so necessary to the future of our agriculture and the low cost of living here? You know the answer. We are selling the best we have as fast as we can at Europe's price.

There are many instances where foreign nations have taken governmental action to prevent waste of natural resources. Italy thus saved its sulphur industry in Sicily from ruin threatened by overproduction and unbridled competition. Roumania has safeguarded its rich oil fields in the same way.

The outstanding fact that confronts us is this: When we buy abroad we are at the mercy of the foreign seller, and when we sell abroad we are at the mercy of the foreign buyer. In the language of the street, they "get us a-comin' and a-goin'." And the reason is [fol. 2428½] that the European industries are organized scientifically to capture foreign trade and to get all there is out of it, while we in America have suffered the consequences of this one-sided organization. There is no agency more able to put American trade on the footing it ought to occupy at the end of the war than the Association of American Portland Cement Manufacturers.

Our method of disposing of our natural products, containing our valuable raw materials, and constituting the chief wealth of our country, should be stopped by the adoption of some practical, reasonable business method. For every dollar's worth of additional wealth that we receive for these products the people of the United States profit, and when we do not receive a fair price for the products that we ship abroad we are impoverishing our people, and our country is that much poorer.

Competition is the same the world over, and it will be particularly keen when the business of peace is resumed among the nations. America's chance at the trade of the world will be helped beyond what it was before by reason of a new, even start with the others in the race, but we must be prepared to match systematized industry against the effective systematized industries of our competitors. We must meet conditions as they exist.

If our business men are to be factors in the world's markets they must receive encouragement to do as our foreign rivals are doing, and the Federal Trade Commission has recommended to Congress that a bill be passed giving the American manufacturer the legal right to form co-operating selling agency in export trade.

The Federal Trade Commission does not believe that Congress in [fol. 2429] tended by the antitrust laws to prevent Americans from co-operating in export trade for the purpose of competing effectively with foreigners where such co-operation does not restrain trade within the United States and where no attempt is made to hinder American competitors from securing their due share of the trade. It is not reasonable to suppose that Congress meant to obstruct the development of our foreign commerce by forbidding the use, in export trade, of methods of organization which do not operate to the prejudice of the American public, are lawful in the countries where the trade is to be

carried on, and are necessary if Americans are to meet competitors there on equal terms.

By its investigation the Commission, however, has established the fact that doubt as to the application of the antitrust laws to export trade now prevents concerted action by American business men in export trade, even among producers of noncompeting goods. In view of this fact and of the conviction that co-operation should be encouraged in export trade among competitors as well as noncompetitors, the Commission recommended the enactment of declaratory and permissive legislation to remove this doubt.

We feel that we would fail of our duty if we did not urge the pressing need of such action immediately. If American business men are to make the most of the great opportunities now before them, are to build securely in foreign trade, and are to avoid disaster in the shock of the stern and determined competition that will doubtless follow the war, they must at once perfect the organization demanded by the conditions of international trade.

(Here follow Defendants' Exhibits Nos. D 376 F, D 376 E, D 376 D, D 376 C, D 376 B, D 376 A, D 377, marked side folio pages 2430-2437, inc.)

[fol. 2438]

DEFT's EX. No. D 378

UNITED STATES

vs.

CEMENT

Lehigh Valley

December 1, 1919—December 31, 1920

Dates When Changes Were Made Effective by Each Company in the
Base Price used by It in Figuring Most of Its Quotations

(Here follow side folio pages 2439-2451, inc.)

[fol. 2452]

DEF'ts' Ex. No D-379

Date: Jan. 13/16.

Lehigh Portland Cement Co.

Handling Cement at present? Yes.

Considering placing Cement in stock? Yes.

Send dealers' assortment of advertising features.

Remarks: I handle the Allentown Portland Cement at present.

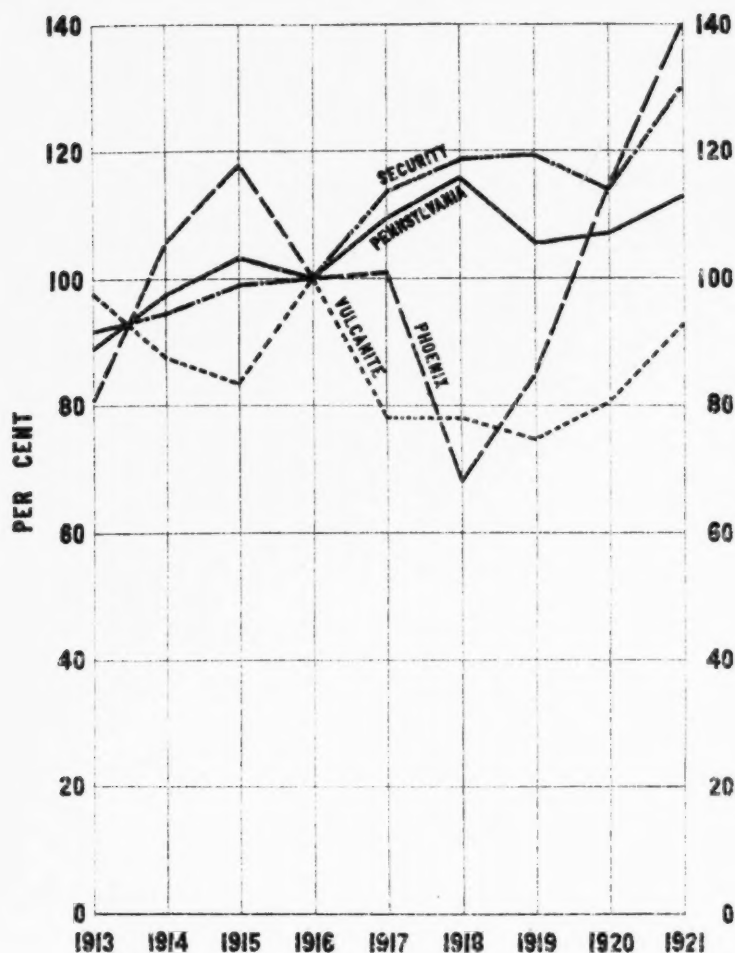
Name: J. P. Williams.

Address: Arcola, Pa.

Rail Road delv'y: Reading R. R. Jan. 14th, 1916.

2430

PENNSYLVANIA PHOENIX SECURITY VULCANITE
SHIPMENTS IN PERCENTAGE OF TOTAL EACH YEAR
1916=100%

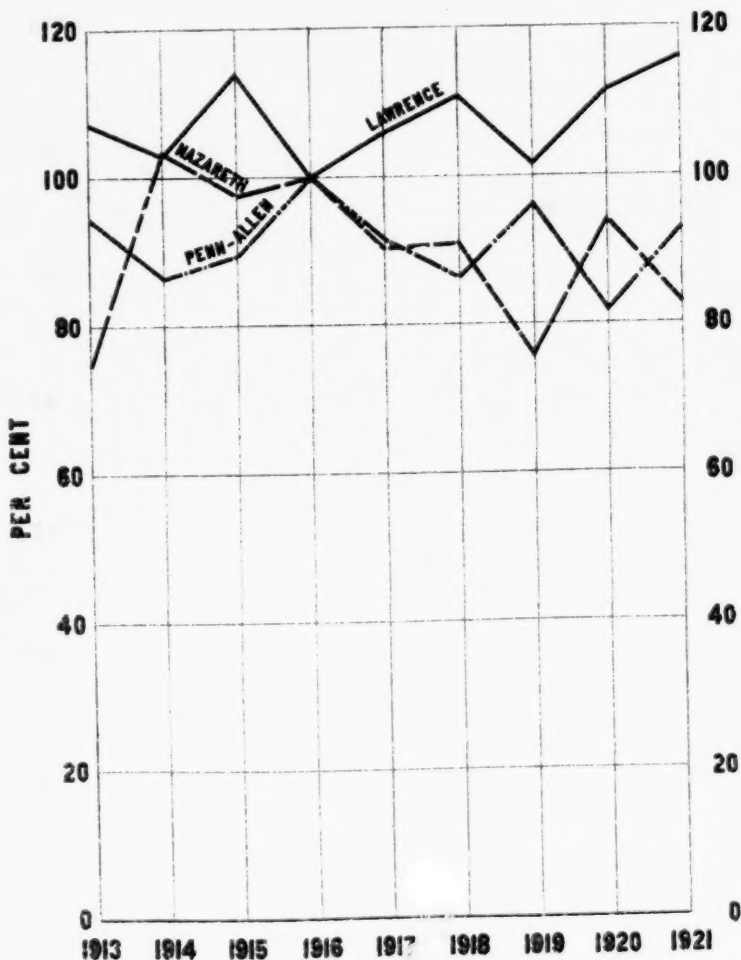


2431

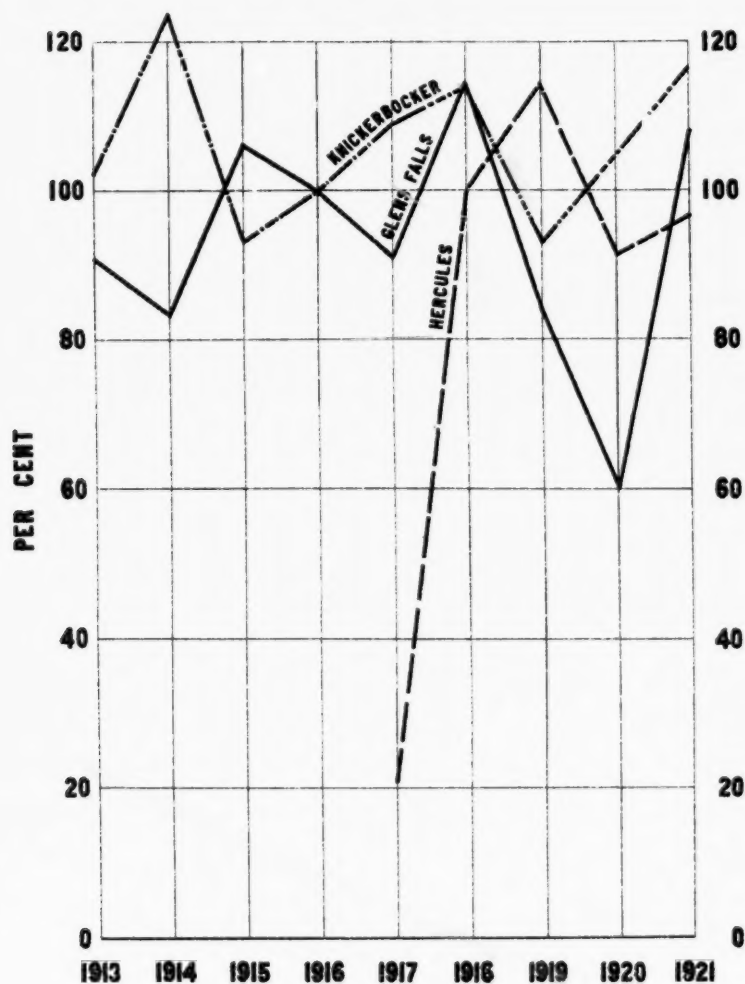
LAWRENCE NAZARETH PENN-ALLEN

SHIPMENTS IN PERCENTAGE OF TOTAL EACH YEAR

1916 = 100%



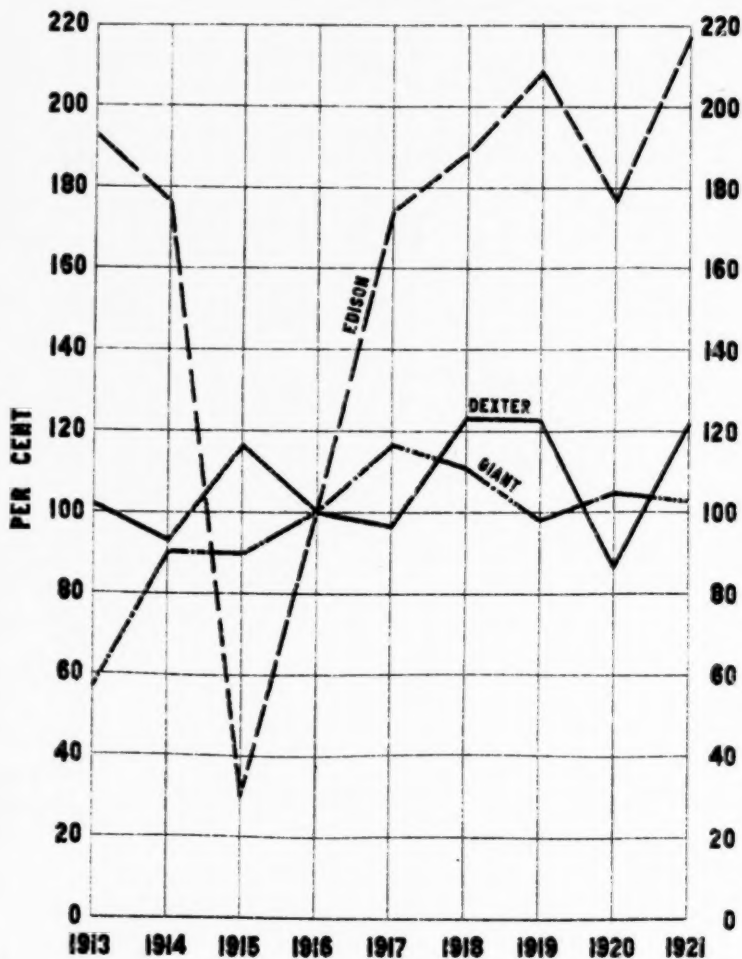
GLENS FALLS HERCULES KNICKERBOCKER
SHIPMENTS IN PERCENTAGE OF TOTAL EACH YEAR
1916=100%



DEXTER EDISON GIANT

SHIPMENTS IN PERCENTAGE OF TOTAL EACH YEAR

1916 = 100%



2434

+
2435

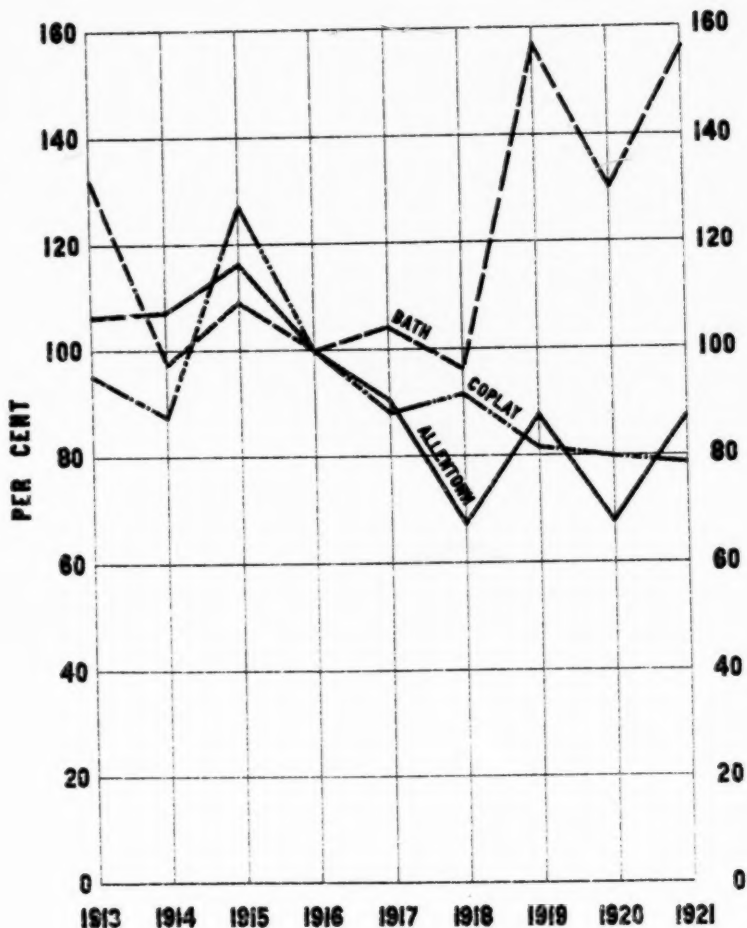
ALLENTOWN

BATH

COPLAY

SHIPMENTS IN PERCENTAGE OF TOTAL EACH YEAR

1916 = 100%

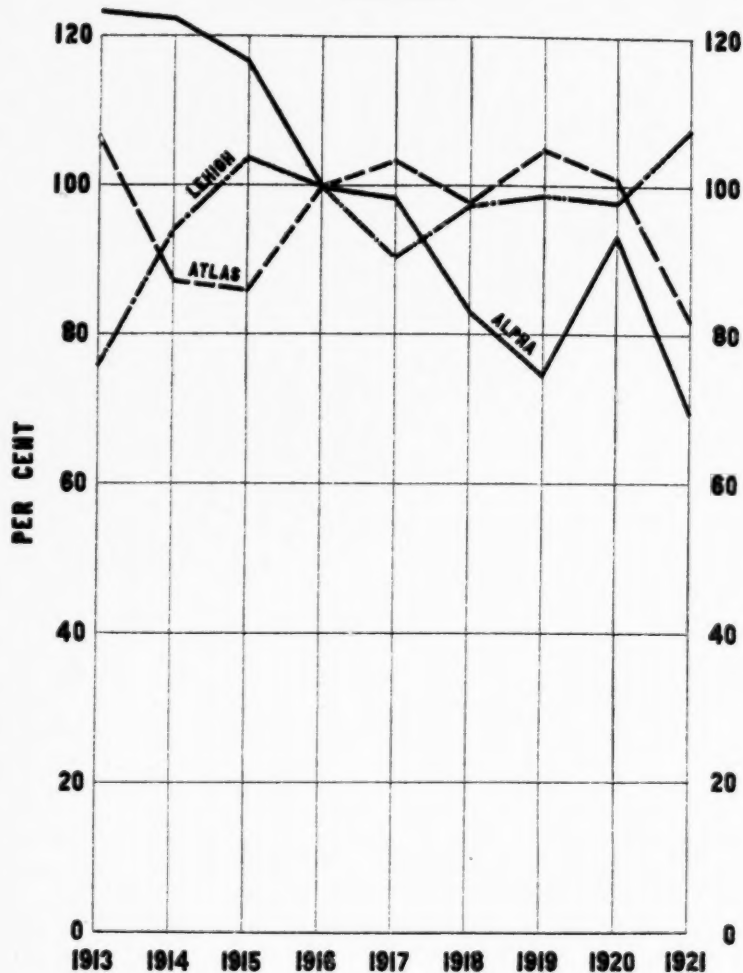


2435½

ALPHA ATLAS LEHIGH

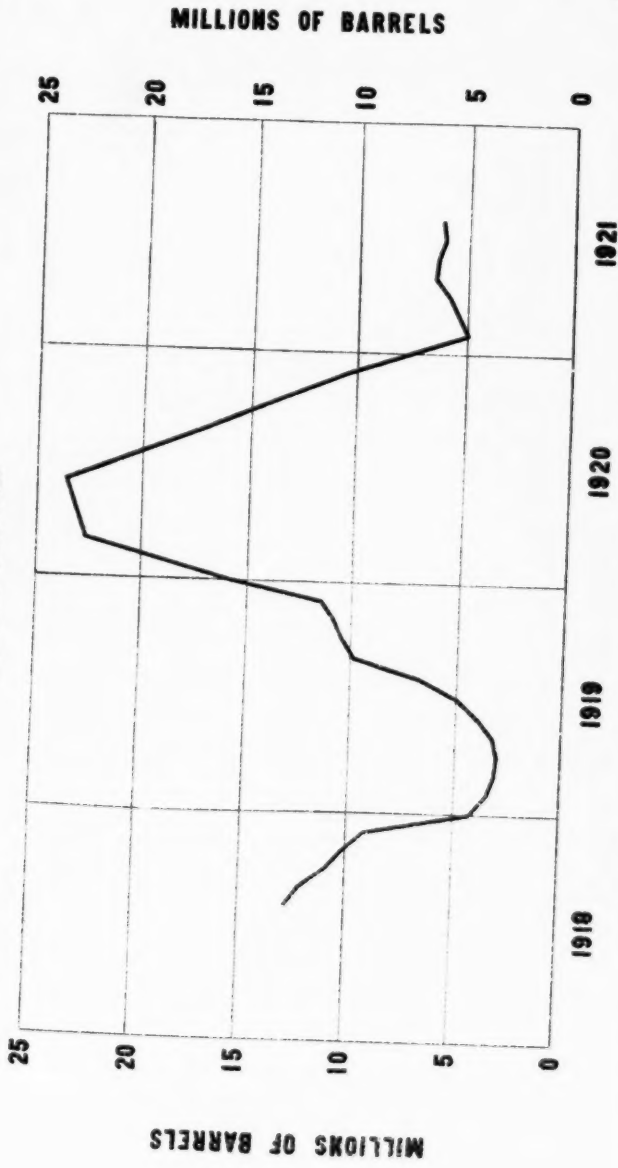
SHIPMENTS IN PERCENTAGE OF TOTAL EACH YEAR

1916 = 100 %



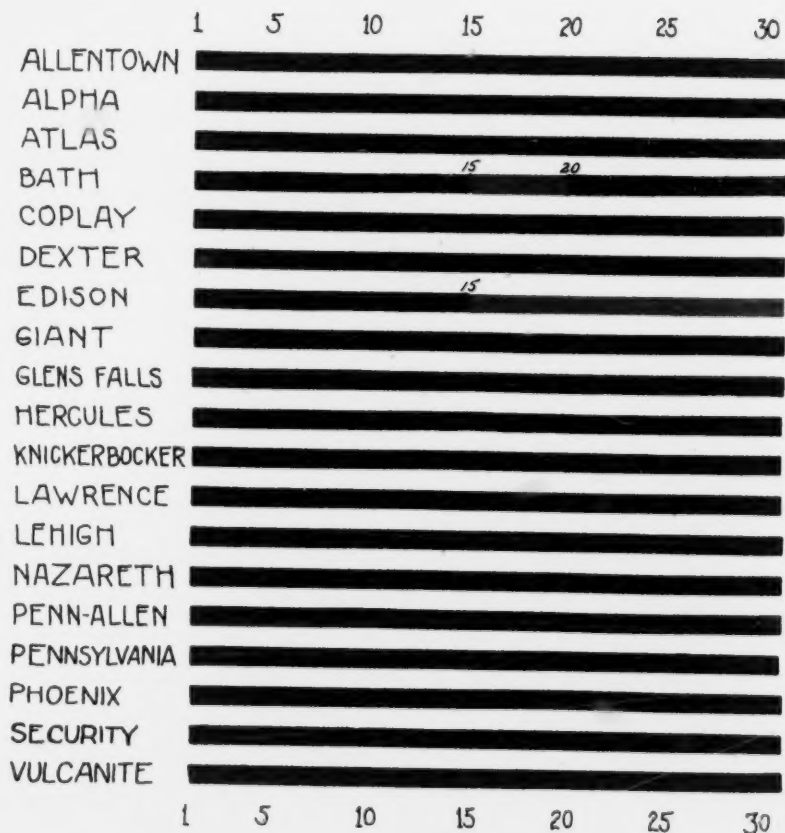
17 COMPANIES

TOTAL COMMITMENTS ON SPECIFIC JOB CONTRACTS AT THE END OF EACH MONTH
AUG. 1918-AUG. 1921



2436
4
2437

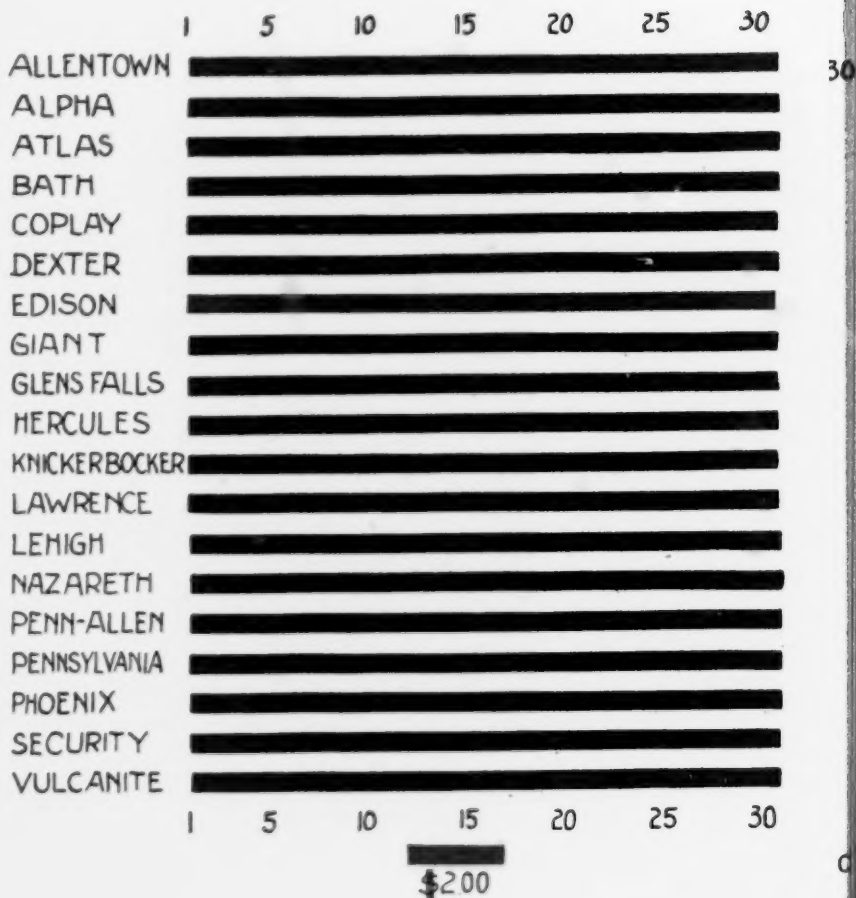
LEHIGH VALLEY
DECEMBER 1919



\$1.75

2440

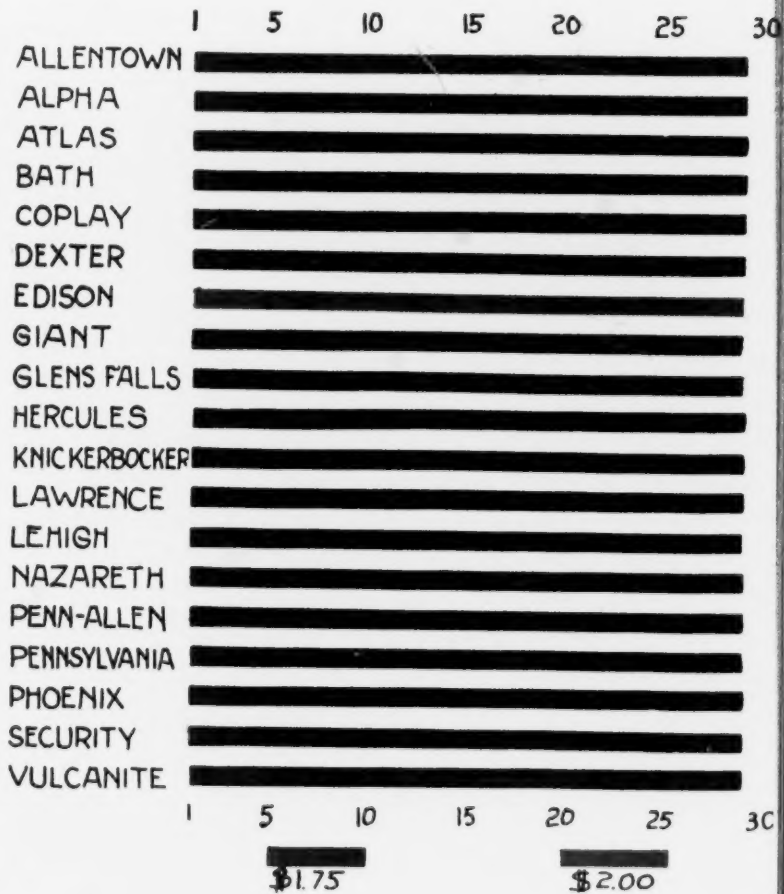
1

JANUARY
1920

2441

FEBRUARY

1920

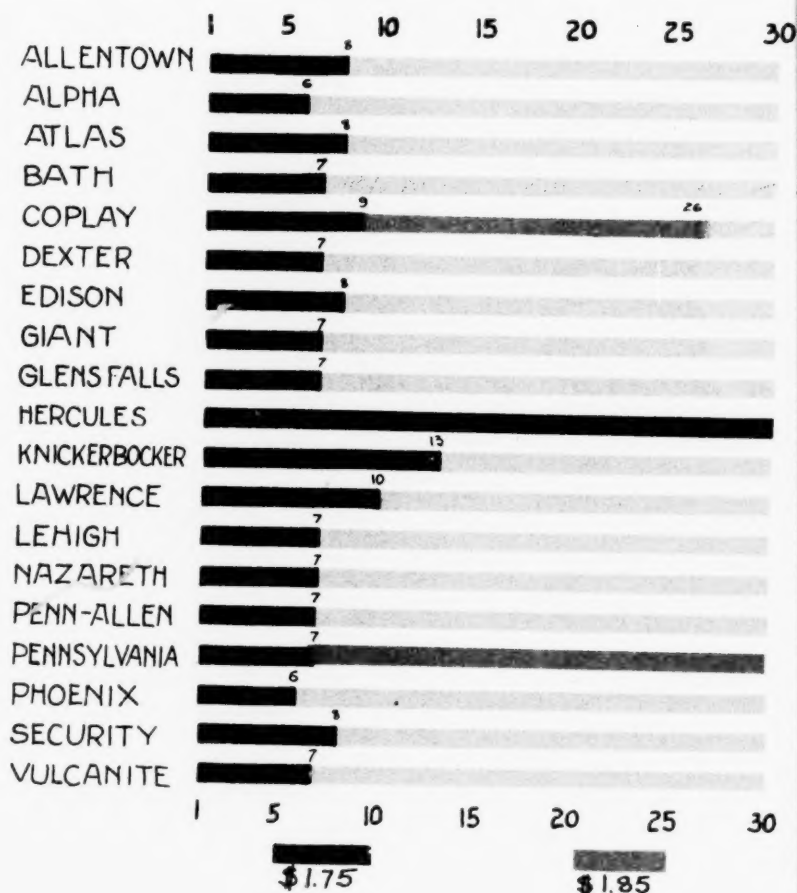


MARCH
1920

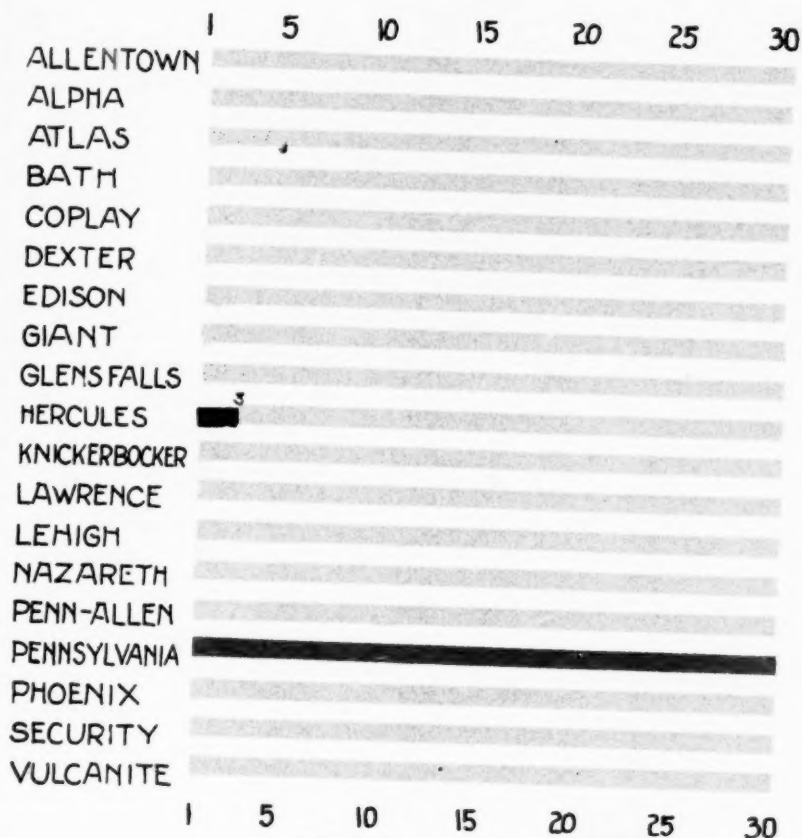
	1	5	10	15	20	25	30
ALLENTOWN							
ALPHA							
ATLAS							
BATH		6					
COPLAY							
DEXTER							
EDISON							
GIANT							
GLENS FALLS							
HERCULES							
KNICKERBOCKER							
LAWRENCE							
LEHIGH							
NAZARETH							
PENN-ALLEN							
PENNSYLVANIA							
PHOENIX							
SECURITY							
VULCANITE							
	1	5	10	15	20	25	30

\$195

APRIL
1920



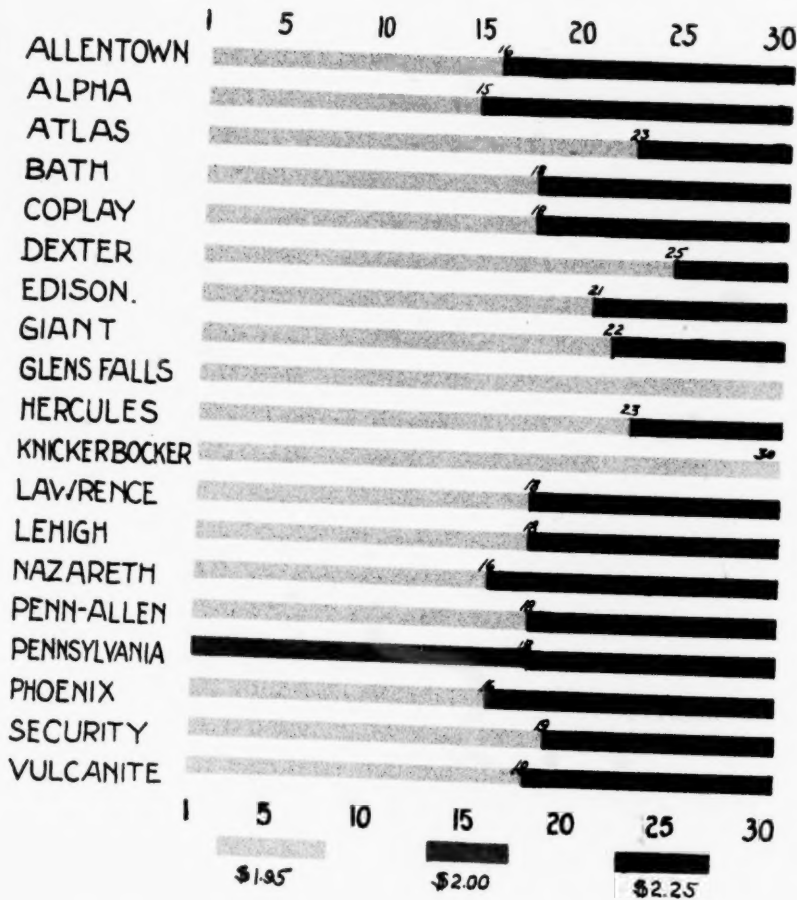
2444

MAY
1920

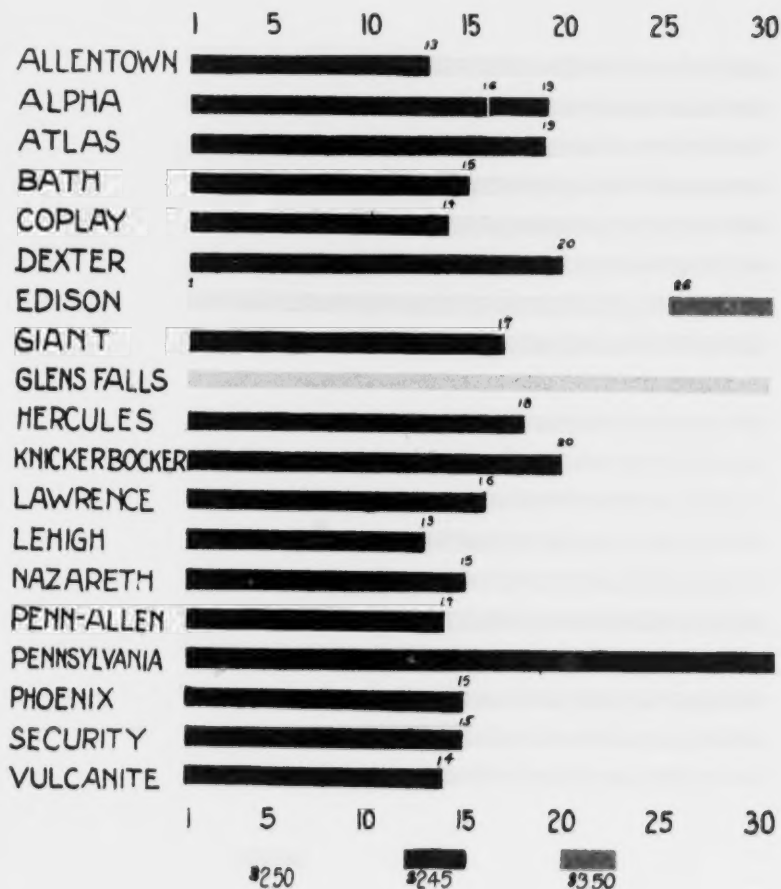
\$ 1.95

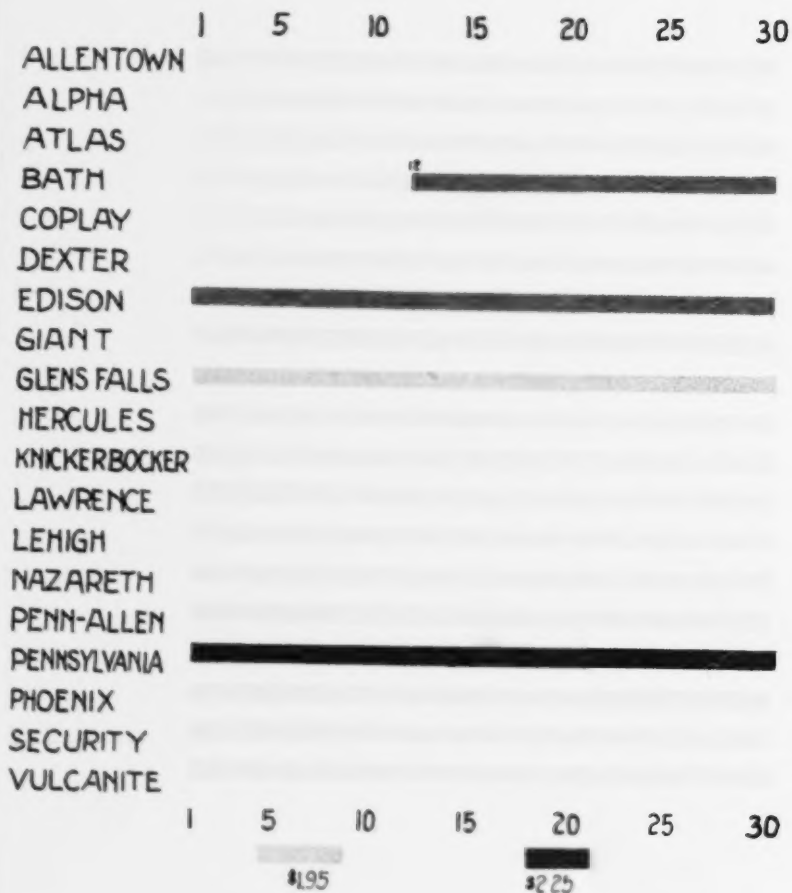
\$ 2.00

JUNE
1920



JULY
1920



AUGUST
1920

SEPTEMBER

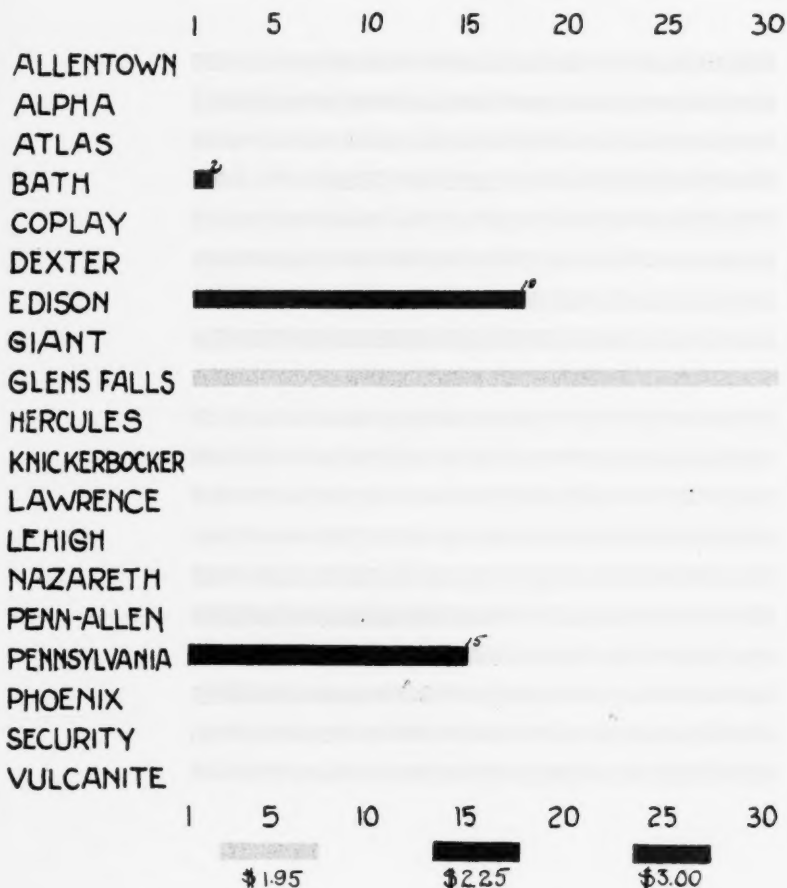
1920

	1	5	10	15	20	25	30
ALLENTOWN							
ALPHA							
ATLAS							
BATH							
COPLAY							
DEXTER							
EDISON							
GIANT							
GLENS FALLS							
HERCULES							
KNICKERBOCKER							
LAWRENCE							
LEHIGH							
NAZARETH							
PENN-ALLEN							
PENNSYLVANIA							
PHOENIX							
SECURITY							
VULCANITE							

\$2.50

\$3.50

OCTOBER
1920

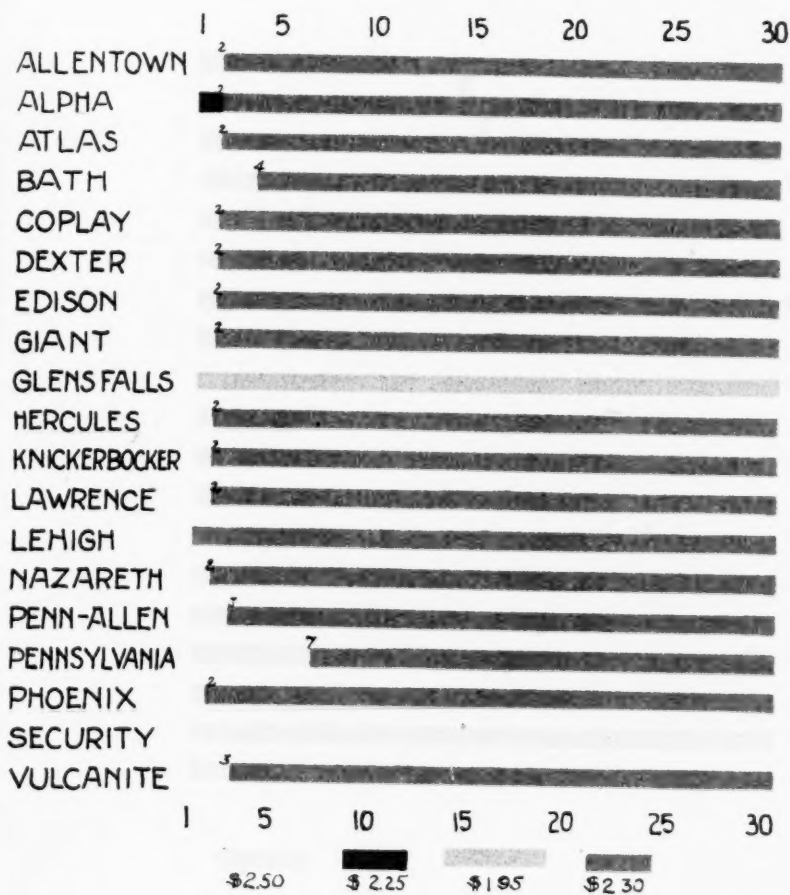


NOVEMBER
1920

	1	5	10	15	20	25	30
ALLENTOWN							
ALPHA							
ATLAS							
BATH							
COPLAY							
DEXTER							
EDISON							
GIANT							
GLENS FALLS							
MERCULES							
KNICKERBOCKER							
LAWRENCE							
LEHIGH							
NAZARETH							
PENN-ALLEN							
PENNSYLVANIA							
PHOENIX							
SECURITY							
VULCANITE							
	1	5	10	15	20	25	30

\$2.50

DECEMBER
1920



Mr. H. B. Shelly:

J. P. Williams, who has a general store and coal business at Arcola, Montgomery Co., Pa., advised that he handles Allentown Cement at present.

We would like to interest Mr. Williams in Lehigh, and hope that you will find it convenient to call on him towards that end in the near future.

Yours very truly, Allentown Office, Penna. Desk.

[fol. 2452½]

DEF'TS' Ex. No. D-380

May 16th, 1916.

Mr. H. A. Swett, Plainfield, N. J.

DEAR SIR: I do not like your report on J. S. & S. Thompson, Elizabeth. You state that Mr. Thompson was not in. Had Penn Allen in stock and a good chance of getting Lehigh in later. Am afraid that you secure more promises than orders. There is no reason in the world why we should not secure a good share of Thompson's business at equal price, and if you put up a proper fight, you should come away with the business.

I have written you under another cover regarding Elizabeth and hope to secure much better results.

In reference to the South River Brick Company, South River, pay close attention to this business. There is no reason why they should not handle Lehigh exclusively, if handled properly and pushed hard enough. I guess you agree with me.

Yours very truly, ———, Eastern Sales Manager. BLS/N.

[fol. 2453]

DEF'TS' Ex. No. D-381

May 17th, 1916.

Mr. A. M. Houser, Lock Haven, Pa.

DEAR SIR: I am very much disappointed in your report on Baird Rickenbaugh & Co., Osceola Mills, Pa. In 1913 we shipped them 1482 barrels, in 1914-396 barrels and in 1915, not a barrel. It is very evident they are favoring Atlas brand. You are just as good a man as the Atlas man—why don't you make yourself a better?

My idea is that you should get back to Osceola Mills as soon as possible and fight with Mr. Cobenslaw until you can be sure of at least fifty per cent of their business. You have a better brand of cement and with the proper sales talk, you should increase the tonnage in this market.

Your records show that in June 1913, this concern purchased 300 barrels; July-300; August-300 September-300 and October 150 barrels. Why has this business gone to the Atlas Co.? Keep your

records before you at all times and make up your mind that you will not only equal the best year's record in each town, in your territory, but you will beat it.

Yours truly, ———, Eastern Sales Manager. BLS/N.

[fol. 2453½]

DEF'TS' EX. NO. D-382

May 16th, 1916.

Mr. A. M. Houser, Lock Haven, Pa.

DEAR SIR: I have before me your report on Beyer Trading Company, Ramey, Pa. You state that this concern gives preference to Universal because Lehigh hardened on them and that the Junior member of the concern was the man to see regarding this matter.

Houser, I am beginning to feel that you do not look upon your job seriously enough, and do not realize how necessary it is to fight when you run up against a proposition of this kind. Of course, this party does not use large quantities of cement, but I cannot understand how a Lehigh salesman would allow a statement of this kind to pass on without putting up a good argument. I never before have had knowledge that Universal Cement was better quality and would stock better than Lehigh, and if I had been in your position, I would have waited over in Ramey, seen the son and put up a stiff fight.

This concern handled 672 barrels in 1914 and 405 in 1915 and now you allow the Universal Company to walk in and take this account away from you at an even price. How can you expect to keep your territory in good shape if you work along these lines? [fol. 2454] Your report on the Pennsylvania Lumber & Construction Co., South Fork, Pa., reads as follows:

"Will probably need a car before long but will not order now. Says we will get the order anyhow when cement is needed." This might be true, but I cannot understand why you could not have secured a 15 day order, if you had gone about it the right way. Our records show that this concern used last year, 350 barrels in March; 150 barrels in April; 200 barrels in May. Up to date we have only shipped 135 barrels, consequently if they are handling Lehigh exclusively—and I imagine they are as you have not advised otherwise—why should they not be in a position to place an order for delivery within the next fifteen days. If you had used your record book properly, you would have had this information in mind and could have worked along the lines suggested in this letter.

In reference to A. Hostetter, Scalp Level, you state that he has part of a car on hand. Will not order now but when in the market will send us an order. Here is a case where the dealer handles two brands of cement and you should have made a special effort to secure a 15 day order for Lehigh, as it is a very easy matter for him to forget his promise and send his order to Atlas Company when in the market. This party only purchased a small car of cement this year,

which was shipped on March 10th, and it seems to me that with the proper amount of persuasion, he would have placed an order for a 15 days delivery, and you would be assured of the business that might now possibly go to a competitor.

[fol. 2454 $\frac{1}{2}$] In your report on C. S. Schoff & Bro., Madera, you claim they have a few barrels on hand. According to our records—records which you should have—the last shipment to this concern was made during September of last year and even though Madera might be an extraordinarily small market for cement, it seems to me that inasmuch as this concern only had a few barrels of Lehigh in stock, that with proper salesmanship, you could have secured an order for 15 day delivery. It is dangerous for a dealer at this time of the year with the season opening up, to be short of cement. You could have called their attention to the fact that some one was liable to call on them for a much larger quantity of cement than they had in stock and if immediate delivery could not be made, the order would go to a competitive dealer, and if there was not a competitive dealer in their town, to some dealer in another town.

Buying cement at this time is not the same as buying cement at the end of the season. If there is not an immediate call for it, there certainly will be a call later on. You should have pointed out the fact to them that they used a carload of cement in April last year and a large car in May and that there would no doubt that the demand would be as heavy early this season as it was early last season. You must use more pressure in soliciting business.

Yours truly, ———, Eastern Sales Manager. BLS/N.

[fol. 2455]

DEF'TS' Ex. No. D-383

Copy for Mr. Horner. N-CP-7.

July 26, 1916.

Mr. F. M. Hoover, Philadelphia Office:

Referring again to the Dayton, Ohio work, this was given to Schaeffer & Gengnagle last night for the Lehigh brand, at a price of \$2.02 per barrel in cloth, on the cars, with a cash discount of 12¢ per barrel instead of 5¢, for payment ten days from date of shipment. I do not want you to give this information to anybody, as it is only for your own use. You can readily realize that if it does get out, it will cause me a lot of trouble with contractors in this City who are doing the work.

Very truly yours, John W. Ramsay.

1434

[fol. 2455½]

DEF'TS' EX. No. D-384

Coplay Cement Manufacturing Co.
Philadelphia

September 29, 1916.

Coplay Cement Mfg. Company, New York City.

GENTLEMEN:

Re Little Bros.

I note Mr. Bale's report of the 27th inst. regarding the above dealers of Englewood, N. J., advising us that they state they will not handle any more Saylor's Cement on account of our selling Humphrey direct on the Pallisade Ave. work.

Our records show that we have shipped Little Bros. nothing this year, and I imagine it will take a good many years for us to supply them anything like the amount of cement we are shipping to Humphrey. It is rather amusing for a dealer to make a report to [fol. 2456] a salesman which is as weak as the above report referred to; however, I think it might be well for Mr. F. A. Bale to have another talk with Little Bros. and explain to them the entire transaction, for if we had not sold Mr. Humphrey direct there were plenty of other manufacturers who would have stepped in and sold him, and our records do not show that Little Bros. ever gave us enough business to take a chance of losing an account similar to the above.

Very truly yours, Coplay Cement Mfg. Company. W. G. Dutton, General Sales Manager.

[fol. 2456½]

DEF'TS' EX. No. D-385

The H. Wales Lines Co.

Meriden, Conn., Jan. 31, 1917.

Allentown Portland Cement Co., Allentown, Pa.

GENTLEMEN: Norcross Bros. Co. advise that they are protected on Atlas Cement for the High School at Waterbury, Conn. until Thursday February 1st, when it is expected the contract will be awarded to them.

If you wish us to do anything further with this matter please wire us on receipt of this letter.

Respectfully, The H. Wales Lines Co. S. Tredennick.

[fol. 2457]

DEF'TS' Ex. No. D-386

Western Union Telegram

February 1, 1917.

The H. Wales Lines Co., Meriden, Conn.

Your letter thirty first. You can meet Atlas competition.

The Allentown Portland Cement Co.

Charge to us.

[fol. 2457½]

DEF'TS' Ex. No. D-387

February 1, 1917.

The H. Wales Lines Co., Meriden, Conn.

GENTLEMEN: We have your letter of the 31st ultimo in regard to school job at Waterbury, Conn., and wired you that you could meet Atlas competition. This means that if you have been shown that the Atlas quotation is good until February 1st, you can make Allentown quotation good until the same date.

Yours truly, The Allentown Portland Cement Co. —

—, Manager of Sales. RLC/S.

[fol. 2458]

DEF'TS' Ex. No. D-388

Branch Office Pennsylvania Cement Company

Buffalo, N. Y., September 11, 1916.

The Pennsylvania Cement Company, New York City,

DEAR SIR:

Attention of Mr. E. P. Alker

I wish again to bring to your attention the matter of the John [fol. 2458½] W. Cowper Construction Company, Buffalo, N. Y., I was in conversation with Mr. Cowper today, he having called me to his office, and he informed me that the Edison Company was still shipping him cement at the old price of \$1.66 and within a day or two this would be advanced 15 cents per barrel. This still makes their price five cents per barrel lower than the price in our contract with him and he wishes to take the balance on our contract but does not want to lose the five cents per barrel which the Edison Company have allowed him. He asked me to keep this information from you but I thought best to write you.

If you have anything further to say I would be very glad to hear from you.

Yours very truly, Wm. Kraetz.

Sept. 12, 1916.

Mr. William Kraetz, Ellicott Equare, Buffalo, N. Y.

DEAR SIR: We have your favor of Sept. 11th, and note your interview with Mr. Cowper. If the Edison Company agrees to sell him at 5¢ per barrel lower than our price, we do not see what we can do, as we will not cut our price to meet theirs.

Also note your letter to the Kelley Island Lime & Transport Co., for the requirements of a new plant they propose to erect at Buffalo, New York. This undoubtedly will be Lehigh as the Kelley Island Lime & Transport Co. is controlled by the same people who control Lehigh.

I wish you would make it a point to see Mr. Brennan or Mr. Bitterman relative to what the Cheektowaga Constr. Co., propose doing as unless the matter is decided definitely this week, we will have to take steps to finish the job ourselves. Will you let me hear at once regarding this.

Very truly yours, Pennsylvania Cement Company. —
—, Sales Mgr. EPA:Y.

Railroad Quotations

New York, June 12th, 1916.

Mr. Edw. Nennig.

DEAR SIR: Referring to conversation on Saturday regarding price named on contract for P. & R. R. R. work of \$1.50 delivered f. o. b. cars South Bethlehem Pa., beg to advise that this price is necessary in order to compete with the cement companies who might have a plant located on the P. & R. R. R. This would also apply to price named to any Railroad (other than the C. R. R. of N. J.) where that railroad had a cement plant located. Our price would then be f. o. b. cars the nearest Junction point to this certain railroad. For instance if the P. R. R. asked us for price, we would quote \$1.50 f. o. b. cars Phillipsburg to meet the competition of cement plants located on the P. R. R.

Yours very truly, Vulcanite Portland Cement Co. Albert Moyer, Manager of Sales.

[fol. 2460]

DEF'TS' EX. NO. D-391

New York City, November 14, 1916.

Mr. B. F. Stradley, President, Essex Building, Newark, N. J.

DEAR SIR: The John P. Kane called up today and wanted to know if we would not change our contracts to read: "For the life of the job" or "Until completion of the work". We have been making them out with a date for completion, such as September 1, 1917 and Kane says that in some cases in their experience work has been held up and owing to the late start the job has run beyond the date specified in contracts and they have had to pay more for their material. They say that they sell the cement to their customers for the life of the job without restriction as to time and want to protect themselves; they want to buy their materials in the same manner. As you know, this course is being followed by some of our competitors and I shall be glad if you will let me have your views as to following this plan with Kane in respect to the contracts we have recently booked with them approximately 10,000 bbls. and any other contracts which we may make with them.

Yours very truly, ———, Vice-President.

[fol. 2460½]

DEF'TS' EX. NO. D-392

May 16th, 1916.

Mr. Jos. Fraker, Fairmount, W. Va.

DEAR SIR: I have before your report of the 12th on Grafton Feed & Storage Company, Grafton, W. Va., which reads: "Has car Universal in stock."

I must say Joe, that I am more than surprised to receive a report of this kind from you. It absolutely gives me no information and if I did not know you better, I would imagine that you were not interested in your work whatsoever. Is it fair to the Lehigh Company, when you figure the cost of sales, that you should give us only this limited information?

We are just as much interested in Grafton, W. Va., as we are in New York City or Allentown, Pa., and if we do not sell the cement, we want to know the reason why, as, if it is the fault of our sales organization, we want to remedy it immediately. It is up to you men on the firing line to give us the information in detail, so we can work together. We are just as anxious to sell a carload in a small town as we are to sell a 15,000 barrel contract for a road job.

[fol. 2461] We sold the Grafton Feed & Storage Company in 1913—1142 barrels, in 1914—1625 barrels, in 1915 only 535 barrels, and up to date this year, not a barrel of Lehigh Cement. You have only made two visits in five months time to this town. On your first visit you stated they had 100 barrels in stock and on your second visit you absolutely gave us no information at all.

I realize of course, that you opened up a new account in Grafton last year—the Crystal Ice Company—and we sold them a much larger quantity than we ever sold the Grafton Feed & Storage Co. We have shipped this concern only 300 barrels this year.

I am inclined to believe that Grafton is an important market and should be visited oftener.

In your report on the Crystal Ice Company you stated that Mr. Starcher the buyer was out of town and that you did not see him. You do not give us any information as to the amount of cement they had on hand and as to why we did not receive any business during April or the early part of May.

I believe in this case you should have pushed hard for more information, at least, and I certainly hope that you have in mind to phone Mr. Starcher within a day or so regarding new business. Our records show that this concern also handles Giant cement. In your report you do not give us information as to whether they are continuing to handle this brand.

Yours truly, ———, Eastern Sales Manager. BLS/N.

[fol. 2461½]

DEF'TS' Ex. No. D-393

Sunbury, Pa., Aug. 15, 1916.

Mr. E. P. Alker, Sales Manager, Penna. Cemt. Co., N. Y. C.

Attention of Mr. Beach

DEAR SIR: Messrs. Eister & Weist state they ordered a small car by mail last evening. Please give same your prompt attention and hurry car through.

Some time ago I received a letter from Mr. Beach stating he understood these people were contractors and not entitled to the dealers price.

In my reply I stated that the Giant and French Co's had each sold them a car this year at the dealers price also that they were advertising our cement for sale and that I did not know whether they used their own teams or not but would find out the next time I called here.

Eister & Weist come under the name of Contractor Dealers and are running and operating a yard here and have their own team with which they make deliveries.

We have sold in small lots all of the cement from the last car we shipped them and have several small contractors who are [fol. 2462] buying our cement of them and who like same.

This is a good connection for us here and as these people are pushing the selling of our cement and I am sure that in another year their business will be worth having. Am enclosing a quotation from the French People at the dealers price and we must give them this price if we want their business.

Please advise.

Yours very truly, A. K. Widenor.

[fol. 2462½]

DEF'TS' EX. No. D-394

August 16, 1916.

Mr. A. K. Widenor, 519 Adams Avenue, Scranton, Pennsylvania.

DEAR SIR: We have yours of August 15th relative to Eister & Weist and believe that you are correct in stating that they should be considered as contractor dealers. We are therefore shipping the car on order at the dealer's price.

Yours very truly, Pennsylvania Cement Company. —
—, Sales Manager. EPA-H.

[fol. 2463]

DEF'TS' EX. No. D-395

October 27, 1916.

Mr. J. P. Maloney, Boston, Mass.

DEAR SIR: I note on the Association Report of Contracts under date of Oct. 26, that W. N. Potter & Son at Millers Falls, Mass., have contracted with Vulcanite for five thousand (5000) barrels of cement, evidently, for resale for the Cast Stone Work of the Art Stone Company. Is this our Potter, and do you know of any reason why he should have made a contract with Vulcanite, as it is my understanding that he has not been accustomed to buying that brand.

I also note that Berry & Ferguson made a contract with Atlas for three thousand (3000) barrels for the 1917 requirements of the Cochrane Chemical Company.

Kindly also investigate and report.

Yours very truly, Smith, Sales Manager.

[fol. 2463½]

DEF'TS' EX. No. D-396

Lehigh Portland Cement Co.

Allentown, Pa., July 7th, 1916.

Mr. W. A. Fuchs, Asst. Sales Mgr.

DEAR SIR: We wish to call your attention to conditions in Suffolk County, L. I. Mr. Kunkel's territory. In looking over our records we find the following facts with reference to this county.

- #1. Number of Dealers—35.
- #2. Number of dealers who bought Lehigh in 1915—20.
- #3. Number of dealers who have bought Lehigh so far this year—11
- #4. Of the 19 active dealers records show that 11 stock Atlas in addition to Lehigh, the remainder dividing their business up among several different brands.
- #5. Number of inactive dealers—15

#6. Eight of the above inactive dealers handle Atlas only, three handle Atlas with other brands and four have divided their business up among several brands not including Atlas.

[fol. 2464] From the above it will be seen that Atlas have on their active lists approximately 23 dealers against 19 which we had last year and 11 which have bought so far this year.

We also wish to call your attention to the following copies of reports received from Mr. Kunkel this morning with reference to his call on some of the inactive trade in this county handling Atlas.

Northport Lumber & Coal Co., Northport.—“Mr. Coplay says trade has been very good so far this season. Is very pleasant but does not care to add another brand to his cement so long as Atlas is even in price and continues to give satisfaction.”

N. B. Rogers & Son, Westhampton, L. I.—“Mr. Rogers friendly as usual. Have some Atlas in stock and nothing moving at present. Shed capacity only one car and he does not care to change so long as trade likes Atlas.”

George L. Penny, Mattituck, L. I.—“Mr. Penny says trade is dead here. Just about the time our car was getting low he had an inquiry for some Atlas so he put in a car and has a good part of it in stock. As soon as this moves out will buy some more Lehigh.”

John J. Randall Co., Freeport, L. I.—“Mr. Randall not very encouraging. Says they have two brands and will not consider another at present. He prefers Alpha as he has used considerable of that brand in his own work in the past and has added Atlas to meet [fol. 2464½] a local demand. Says two brands are enough and will not consider any more under existing conditions.”

From the above it would appear as though the Atlas Company had done considerable missionary work in this county in building up a demand for their brand. According to our records Mr. Kunkel has not covered Suffolk County before this year since April and it would seem to us as though more frequent visits should be made to this particular territory if we intend to increase our tonnage or even hold the accounts which we now have. Possibly we could be of some assistance to Mr. Kunkel by starting a special campaign in this territory and following these dealers closely from this office and the writer will be glad to receive from you any suggestions along this line.

Respectfully submitted, New York Desk, per Hoe. RMH.

[fol. 2465]

DEF'TS' EX. No. D-397

July 10, 1916.

Mr. Fred Kunkel.

DEAR SIR: Referring to Suffolk County, L. I., we find the following facts as obtained from your reports from time to time:

1. Number of dealers, 35.
2. Number of dealers who bought Lehigh in 1915, 20.

3. Number of dealers who have bought Lehigh so far this year, 11.

4. Of the 19 active dealers, records show that 11 stock Atlas in addition to Lehigh, the remainder dividing their business up among several different brands.

5. Number of inactive dealers, 15.

6. Eight of the above inactive dealers handle Atlas only, three handle Atlas with other brands and four have divided their business up among several brands not including Atlas.

From this statement of facts, it appears very much as though Atlas was regaining some of the prestige which they had on Long Island, possibly due to the fact that our canvas of Suffolk County has not been sufficiently intensive.

Our records show that you have not covered Suffolk County between April and your last very recent visit in this vicinity, and if [fol. 2465½] we intend to increase our tonnage or even hold the accounts which we had last year, it would appear that more intensive work must be done.

mand that more frequent visits must be made, and in this connection

It may be possible that your analysis of the situation does not denote will be glad for your suggestions as to the best method of creating a demand in this territory.

You will possibly recall that we have not been writing special follow-up letters to any of the dealers in your territory owing to the fact that you have previously succeeded in getting around to see your trade sufficiently frequent to preclude the necessity for letter writing.

If there is any way that you feel that we can be of service in helping out this unfortunate condition in Suffolk County, we will be glad to have you advise us. In any event, will you let us hear from you in detail on this proposition.

Very truly yours, ———, Asst. Sales Manager. WAF-M.

[fol. 2466]

DEF'TS' EX. No. D-398

Lehigh Portland Cement Co.

Elmhurst, L. I., July 15, 1916.

Mr. W. A. Fuchs, Asst. Sales Mgr. Lehigh Portland Cement Co., Allentown, Penna.

DEAR SIR: Your favor of July 10th, showing analysis of Suffolk County, Long Island received.

While the number of dealers who bought Lehigh last year is greater than this year, I would call your attention to the fact that a number of the yards went into the winter with large stocks of other brands, bought on cheap contracts. I am sure that before the next

six months have passed, we will have back our usual number of Lehigh dealers in this County, as I can think of no one who has dropped Lehigh, to whom we cannot sell cement under present conditions.

Unfortunately, last fall, the Atlas people regained some of their lost ground, when their price did not raise on the same day that ours did, but in several instances we have been able to get back some of our dealers.

[fol. 2466½] Incidentally, I am pleased to call your attention to Mr. Swett's letter to me under date of the 11th, on which statement, Suffolk County shows an increase in June's shipments over 1915. However, we cannot expect much increase for the next two months as most of the East end of Long Island is a summer resort section, and the building is generally done in the fall of the year.

At the present minute I cannot think of anything that we can do, outside of our regular campaign, and I will endeavor to cover Suffolk County more often during the next six months of the year.

I would be pleased to go over the situation further with you when you are again in the New York Office, and, in the meantime, will use every effort possible to increase sales and win back any friends which we have lost.

Very respectfully, Fred Kunkel.

[fol. 2467]

DEF'TS' EX. No. D-399

February 5th, 1917.

Mr. G. A. Morgan.

DEAR SIR: I note from your week-end letter of the 3rd that Ironclad is very strong with the contractors in Balston and points in that vicinity, although the dealers would prefer to handle Lehigh.

Here's an excellent opportunity for you to put in some good work by calling on the contractors and giving us a list of them so that we may get busy on the advertising campaign. Let us hear from you as to how we can cooperate on this proposition.

Yours truly, — — —, Eastern Sales Manager. BLS.

[fol. 2467½]

DEF'TS' EX. No. D-400

March 1, 1917.

Mr. G. A. Morgan.

DEAR SIR: Wish you would pay special attention to R. P. and L. R. Mead at Ticonderoga and Shook & Putnam at Port Henry, N. Y. Both of these accounts are in the heart of the Ironclad district and we consider ourselves very fortunate in securing the volume of business which we have in times past. You state that Shook &

Putnam have a new manager this year who is favorable to Ironclad. Due to the fact that Feeks is also with this company, we think it behooves you to double your energies to hold this account. In the case of R. P. and L. R. Mead we are positive that the reason for our loss last year was due to salesman's neglect and this is another point for you to follow closely. Kindly govern yourself accordingly.

Yours very truly, Allentown Office, by ———. GJB.

[fol. 2468]

DEF'TS' Ex. No. D-401

Lehigh Portland Cement Co.

Allentown, Pa.

April 16, 1917.

Mr. H. A. Swett.

DEAR SIR: On April 6th you were in Carteret and Roosevelt, Middlesex County, N. J.

The situation at this point certainly does not look as though we are going to line up a new account. As we understand it, Roosevelt is not on a railroad and deliveries must be taken at Carteret. The dealer in Carteret is supplying trade in Roosevelt and vice versa—are we correct?

If, at your request, we remove from our quotation list A. J. Miller Co. who are not handling cement, it leaves but one prospect in a town of 5,000 population, that is Herman Bros. Surely there is more than one building supply dealer in this town and you should have looked up every last one of them, giving us at least two of the most desirable ones to work on.

[fol. 2468½] Understand, we may be wrong and there may not be another dealer in this town but if there is, we will be quick to realize that we have not been fully advised. Your kind attention will be appreciated.

Yours very truly, Allentown Office, by G. J. Bickel.
4/17/17.

Herman Bros. only dealer now at these above two points.

H. A. S.

[fol. 2469]

DEF'TS' Ex. No. D-402

Lehigh Portland Cement Co.

Allentown, Pa., April 21st, 1917.

Mr. H. A. Swett.

DEAR SIR: With further reference to our letter of April 16th regarding prospective dealers in Somerville on whom you did not send us reports when you were last in that city, we would appreciate your

further word as to whether you called on Sargeant Bros. and if so the chances for our securing their business.

Yours very truly, Allentown Office, by G. J. Bickel.

4/27/17.

Failed to see Mr. Dun on my call to Sargeant Bros. these people tied up with Dragon Co. on acct. of relationship between Dun, Smith & Ackerman of Lawrence Co.

H. A. S.

[fol. 2469½]

DEF'TS' EX. No. D-403

March 12, 1917.

Mr. G. A. Morgan.

DEAR SIR: Anibal & Karg, formerly very good dealers of ours at Gloversville, N. Y.

Last year we did not get a very good deal.

You called on them on the 19th and find that prospects for 1917 look good. With the idea of getting a good tonnage out of this town this year we wish you would follow these people very closely as we know they are the only good-sized dealers in the place.

Would suggest you talk advertising strong to these people as it occurs to us that dealers of this size should be interested in this feature.

We await your reports.

Yours very truly, Allentown Office, by ———.

[fol. 2470]

DEF'TS' EX. No. D-404

March 29, 1917.

Mr. G. A. Morgan.

DEAR SIR: You report your call on the 27th inst. on Anibal & Karg, our dealers at Gloversville, N. Y.

We have impressed upon you many times the importance of our being familiar with the standing of the other dealers in a town. If Anibal & Karg are not going to recognize us and favor us with some business, it is up to you to look around and get a line on the other dealers handling competitive brands. For instance A. E. Brace who we understand handles between five and six thousand barrels of Alpha and Atlas. This is a good account and if you cannot get Anibal & Karg, you should go after these people. Our worst fault in this territory in previous years is that we have been content to follow one account and paid no attention to others, even though we could obtain their business.

We will expect to hear from you as to why you have passed up this town without covering it thoroughly.

Yours very truly, Allentown Office, by ———.

[fol. 2470½]

DEF'TS' Ex. No. D-405

Copy to G. A. Morgan.

Call these people on the phone and see if you can't pull an order.

April 30th, 1917.

Messrs. Anibal & Karg, Gloversville, N. Y.

GENTLEMEN: On March 26th we quoted you on Lehigh \$2.36 per barrel in cotton and \$2.11 in paper, f. o. b. cars Gloversville, N. Y. These prices are still effective and are good for your acceptance within five days from date and for shipment within fifteen days from date of your order.

Building statistics show that there is more work contemplated and under way this year than any other previous year. This does not only apply to large undertakings but to small constructions.

The traffic congestion is somewhat relieved but the car shortage is still serious and it has been found necessary to anticipate requirements and give as much time as possible to the railroad companies to supply the shippers with cars.

[fol. 2471] Thinking that you are in the market about this time, we enclose a post card for your use in ordering a car for immediate or fifteen day shipment.

Anticipating the pleasure of supplying you with Lehigh and assuring you of our desire to cooperate with you, we are

Yours very truly, Lehigh Portland Cement Company. —
—, Eastern Sales Manager.

[fol. 2471½]

DEF'TS' Ex. No. D-406

May 11th, 1917.

Mr. G. A. Morgan.

DEAR SIR: We wish you would pay especial attention to the dealer situation at Gloversville, N. Y., which is far from satisfactory.

We are not going to get our share of business out of this town unless we hammer incessantly at Anibal & Karg or else line up a new account.

Wish you would run in here as often as it is possible.

Kindly advise us what, in your opinion, is the best way to go about getting some business out of this place.

Yours very truly, Allentown Office, by — —

1446

[fol. 2472]

DEF'TS' EX. NO. D-407

August 6th, 1917.

Mr. H. A. Swett.

DEAR SIR:

Re Job NJ-6288, South River, N. J.

You say you reported on this work July 24th. We have no such report, the only one we have received from you being dated July 16th.

July 27th, Brown, Rose & Company, Inc., closed for 4,000 barrels Edison on this work. You cannot expect to get 4,000 barrel contracts unless you stick around and work them.

Yours truly, ———, Eastern Sales Manager.

[fol. 2472½]

DEF'TS' EX. NO. D-408

Lehigh Portland Cement Co.

Allentown, Pa., October 23rd, 1917.

Mr. F. E. Smith.

DEAR SIR: We note from your report of October 16th that W. C. Nicholson & Co. are going out of the cement business. What prospects can we follow in this town? We certainly should start a campaign so that we can have a live wire in the Spring.

Yours very truly, Allentown Office, by G.

[fol. 2473]

DEF'TS' EX. NO. D-409

Use of telephone in conjunction with quotations.

July 28, 1917.

Mr. A. E. Smith.

DEAR SIR: After a thorough analysis of your follow up in conjunction with quotations which have been issued from this office and from Allentown I feel that you can assist your tonnage considerably if you will make use of the telephone when you have received copies of quotations and find that you will not be in the specific town for an extended period.

Of course there is not any doubt in your mind that the best indications we have that a prospect is in the market for cement is receipt of his inquiry as he surely needs cement or is endeavoring to find out the market price, and it is only natural for us to arrive at the conclusion that the former is effective.

I know it is difficult to arrange satisfactory transportation in

South Carolina, and therefore were I you I would make use of the telephone as I know full well that you have plenty of time in every town on account of the limited train schedule.

[fol. 2473½] Take for instance a town like Sumpter you can do all of the work necessary in following all of the dealers both our own and competitors, also following any jobs and then still have several hours on your hands, and I believe that when you have received your morning's mail it will be of considerable advantage to you to sit down and communicate with some of your recent inquirers by telephone.

Of course, we are not anxious for any of our men to resort to the telephone in favor of personal calls, but as stated above I believe that you can keep in touch with the general situation better and receive more favorable consideration in placing orders if you will resort to the immediate touch which is by telephone when you cannot arrange to make the long jump by train.

I will also take this opportunity of requesting you to be pleased in your telephone communications as I believe that the usual three minutes' charge can cover any situation, and if I am sufficiently conversant with the South Carolina territory there is hardly a place where the total charge will be over one dollar for three minutes unless you are located in a far western section and would be calling the eastern section or vice versa.

Kindly accept this letter in the spirit of endeavoring to assist you in additional tonnage and acknowledge receipt, and express your views.

Yours very truly, Virginia Portland Cement Company.
 — — —, District Sales Manager.

[fol. 2474]

DEF'TS' Ex. No. D-410

May 17th, 1916.

Mr. A. M. Houser.

DEAR SIR: Keep after the J. T. Foulks Co., Houtzdale, Pa. This looks like an elegant prospect and I certainly would be pleased to see you secure this account.

I am very sorry that you did not call earlier upon Kumberger & Mills at Houtzdale. Try hard to secure this business; after all the time and money spent on this account last year, it would have been good business on your part to have been the early bird. As it is the business has gone to the Universal Company at an even price.

Yours truly, — — —, Eastern Sales Manager. BLS.

1448

[fol. 2474½]

DEF'TS' EX. NO. D-411

July 17th, 1917.

Mr. H. A. Swett.

DEAR SIR: Referring to your notation on our letter of the 11th inst., requesting that you make a report on Force & Steel, a new building material firm starting in business in Trenton, to the effect that we are represented by J. B. Richardson & Son exclusively.

If you are satisfied to let this concern do business in Trenton and know nothing about them, we are not, and we must insist that you find out all details connected with their business, what brand they are handling, and advise us of same. While it is not our intention to solicit their business at this time, we must be fortified with this information.

Yours very truly, Allentown Office, by — — —.

[fol. 2475]

DEF'TS' EX. NO. D-412

October 19th, 1917.

Mr. H. A. Swett.

DEAR SIR: Under date of September 20th you reported on this work—"This job will come up about October 5th, undecided whether it is to go ahead or not."

Evidently the work did come up and did go ahead, for Charles E. Burd has been awarded contract, closed for 2,500 barrels Lawrence. I regret that you did not see fit to follow the matter further.

Yours truly, — — —, Eastern Sales Manager. BLS.

[fol. 2475½]

DEF'TS' EX. NO. D-413

Nazareth Cement Company

Interdepartmental Correspondence, Boston Office

Date: January 2, 1918.

Subject: —.

To Mr. J. A. Horner, Nazareth, Penna.:

I have seen a quotation of the Lehigh Cement Company's dated December 29th, quoting on Cement and nothing is mentioned in regard to advance in freight rates. In other words, they are not protecting themselves against an advance and in this way it is hurting us as we are trying to do it.

Very truly yours, John W. Ramsay.

[fol. 2476]

DEF'TS' EX. NO. D-414

Security Cement & Lime Co.

Baltimore, Md., February 26, 1918.

Mr. John K. Barbour, Hagerstown, Md.

DEAR MR. BARBOUR: John Kelly seems anxious for security to go in on the Davision contract, and thought he might put it in cotton. He said Tidewater, as well as Atlas, is keen for it and he thought we ought to make him a special price which after considerable parleying I did. I made him a price of \$2.18 in cotton and \$1.93 in paper. Understand that the first shipment would not go off until the 8th of March, and this would require 10,000 barrels. The balance, 20,000 to go later. I think we have no chance whatever to get this business, but Mr. Kelly will let you know as soon as he gets anything definite and then you can confirm in writing.

Very truly yours, Loring E. Cover, President.

[fol. 2476½]

DEF'TS' EX. NO. D-415

The Addison

Middlebury, Vt., Mar. 28, 1918.

E. H. Button, Brandon, Vt.:

As you remember that Mr. Button called up last Friday the 22d and claimed that he had covered a local contractor on work to the extent of 3 cars at the old price. We told him that he could have but one car at the old price, and that I would explain when I saw him.

His attitude is this, he is a director in the Bank where the work is to be done, and he will surely sell the cement. Our quotation dated Meh. 21 arrived the 22d and the Edison Co. who quote him regularly did not quote him until Meh. 23, which quo. did not arrive until the 25th, and that were he an Edison account instead of an Iron Clad dealer, he could have had time to be covered at the old price of 2.40 between the time that our quo. reached him and Monday the 25th when the Edison quo. arrived. I enclose the Edison quo. in question. I told Button that you would let him know direct just what your decision was.

Button seems quite positive in his statements and gave me the impression that we were in danger of losing his business. He is about the only dealer in town.

Donahue.

[fol. 2477]

DEF'TS' Ex. No. D-416

Mar. 30, 1918.

Mr. E. H. Button, Brandon, Vt.

DEAR SIR: Our Mr. Donohue, has written us regarding his interview with you, as to the 3 cars which you talked with us about on the 22nd inst., and which you wish us to enter your order for at \$2.40, the price prevailing prior to March 21st.

In view of the explanation made us by Mr. Donohue, we have decided to accept your order for 3 cars for delivery on or before July 1, 1918, and have so entered it.

We trust that this arrangement will be perfectly satisfactory to you, and would be glad to have you advise us regarding it.

We are returning herewith the quotation from the Edison Company, which you kindly loaned Mr. Donohue.

Yours truly, Glens Falls Portland Cement Co. ————,
President. GFB:MLC.

[fol. 2477½]

DEF'TS' Ex. No. D-417

Western Union Telegram

Glens Falls Cement Co., Glens Falls, N.Y.:

Lehigh are quoting paper price thirty cents less than cotton.
Donahue.

[fol. 2478]

DEF'TS' Ex. No. D-418

Postal Telegraph-Commercial Cables Telegram

Boston, Mass., 4/15/18.

Nazareth Cement Company, Nazareth, Penna.:

Lehigh Alpha quoting thirty cents differential cloth and paper.
Answer.

John W. Ramsay.

[fol. 2478½]

DEF'TS' Ex. No. D-419

Telegram

Nazareth, Pa., April 16, 1918.

Sent to John W. Ramsay, 161 Devonshire St., Boston, Mass.

Understand Alpha quotes 30c. differential cloth and paper. Will advise upon Mr. Horner's return.

Nazareth Cement Company.

[fol. 2479]

DEF'TS' Ex. No. D-420

Nazareth Cement Company

Inter-Departmental Correspondence, Nazareth Sales Office

Date: April 23, 1918.

Subject: —.

To J. B. Vandever, Sales Mgr., New York office:

Inasmuch as a number of the other companies have changed the differential between cotton and paper from 25c to 30c we will do likewise to met competition. In the future, therefore, when quoting on paper make this differential 30c until further advised.

Yours truly, — —.

[fol. 2479½]

DEF'TS' Ex. No. D-421

Nazareth Cement Company

Inter-Departmental Correspondence, Boston Office

April 26, 1918.

Subject: —.

To Mr. S. J. Feland, Nazareth, Penna.:

Your favor of the 25th received, and on order B-1852, we cannot charge the additional freight as when this contract was made, we had to meet the situation as created by the Lehigh Cement Company, or in other words, they were not protecting themselves against the advance in freight.

The following contracts show that we cannot charge increase in freight rates:

Contract B-197.

Contract B-205.

Contract B-262; this is a mill price so of course the increase freight will be paid by the customer.

Contract B-265; cannot charge increase in freight rates.

Contract B-269; this is a mill price so of course the increase freight will be paid by the customer.

Contract B-270; cannot charge increase in freight rates.

Very truly yours John W. Ramsay.

[fol. 2480]

DEF'TS' EX. No. D-422

Alpha Portland Cement Company

General Offices: Easton, Pa.

Important Change in Bag Terms

Effective May 1, 1918

Some dealers in and users of cement are not returning our bags but are using them for other purposes and in some cases are selling them. New bags are very hard to get and the present price is about 27c each. If we are to continue in business our bags must be returned. Therefore on and after this date the following regulation will be effective on all shipments:

When cement is shipped in cloth sacks, the cloth sacks containing the cement are not sold, but remain the property of the Cement Company. The purchaser agrees to return all of said sacks to the Cement Company within ninety (90) days from date of shipment of cement by Cement Company.

A rebate of ten cents (10c) for each sack returned will be allowed by the Cement Company from the invoice price of the cement when the sacks are returned, within said time, to the Cement Company in good condition, freight prepaid, subject to the Cement Company's count and inspection.

[fol. 2480½] Included in the price for cement is a charge for the use of the sacks. All sacks not returned as above shall be considered as bought by the purchaser and shall be paid for at the rate of fifteen cents (15c) each additional; payment to be due one hundred days from date of shipment of cement by Cement Company. Purchaser also agrees to pay fifteen cents (15c) each additional for returned sacks which have been wet or otherwise abused and rendered unserviceable.

The dealer should by all means arrange to protect himself as far as his own customers are concerned, either by charging 25c each for the bags or by holding his trade to the terms shown above.

Alpha Portland Cement Company.

May 1, 1918.

[fol. 2481]

DEF'TS' EX. No. D-423

The Lawrence Cement Company

No. 1 Broadway, New York

August 22, 1917.

Mr. R. A. Pruden:

It would appear from an examination of the daily report sheets, that the other companies doing business in territories east of Pitts-

burgh are beating us out on new contracts. The indications are that there is going to be very little winter business, and we are especially anxious to get contracts upon which we can furnish cement between now and April 1st next. We therefore urge that you give special attention to such work.

In an attempt to make up an estimate of the probable shipments by months during January, February and March, we would appreciate your sending an estimate of the probable shipments into your territory during that period.

Yours very truly, Frank H. Smith, Sales Manager.

[fol. 2481½]

DEF'TS' EX. No. D-424

The Atlas Portland Cement Co.

New York

For the Attention of D. H. MacFarland.

New York, July 26, 1917.

In line with our conversation of this morning and yesterday—

I believe it would be good business for us to offer a substantial premium to the district making the best showing in securing business during August, September and October—especially business which will augment our shipments during these months.

I believe that the award of this premium should be based on two factors—

1st. The percentage of trade business in proportion to the trade in same territory in previous years, and in proportion to the general trade business in the territory where it is possible to get a line on this condition. For instance, if all our districts are off 50% except one, on their trade business, and if conditions in that territory [fol. 2482] are similar as near as we can determine, to the other districts, and yet the trade business is only 20% off, the difference would undoubtedly be due to superior activity on the part of the district making that good showing.

2nd. The largest percentage of contracts placed in the territory covered by each district, giving special consideration to contracts which will be active before the first of November.

A committee should be appointed in the general office to determine the award of the premium, and various factors should be taken into consideration by this committee in connection with the specific work orders reported to the two associations—East and West; whether or not orders placed with competitors are over-estimated or bona fide, and to what extent; also to what extent orders placed with us have been influenced by conditions removed from the control of the district office; also orders placed with our competitors where our dis-

trict office had no chance to secure the business. (This last classification should be small in total).

My suggestion would be to have the premium announced immediately to district managers, and tell them the general outline under which we are working; also tell them that the prize will be awarded in a lump to the district, to be divided up by the district manager according to his best judgment. I believe we should also incorporate in our announcement to the district managers the fact that we expect to get our money back; in other words, we want this prize to stimulate more than enough business to reimburse us for the actual money expended.

[fol. 2482½] It might be advisable to offer two premiums; that is, one on trade business and the other on specific work, and in view of the rather dissimilar conditions between Eastern territory and Western territory, I think we should offer two sets of premiums—one for territory west of Ohio, and one for territory east of and including Ohio. This is not in accordance with our present organization, but I believe that the conditions in the Ohio district are more nearly typical of those in the East than they are of those in the West, although in view of the building-up process we have been undergoing in Ohio, we might feel it necessary to handicap the Ohio district by some arbitrary figure.

I have no suggestion to make regarding the amount of the premium except that it should be large enough to really stimulate activity clear down the line through the district organization without being exorbitant or extravagant from our standpoint; in other words, each salesman and individual in the district organization should feel that his share of the premium, if he earned it, would be well worth working for.

I have a definite thing in mind in putting the division of the premium up to the district manager. If the district manager is the right sort, I think he will divide the premium up so as to exclude himself from the division. If he does this without any suggestion on our part, I think it will be up to us to give him a special personal premium. If he is inclined to be grasping, he will take his personal premium.

LGM-MH.

[fol. 2483]

DEF'TS' Ex. No. D-425

July 31, 1917.

C. A. Kimball, L. G. McConnell:

Just before the President left on his trip to the Front, he discussed the necessity for making every special effort to get our shipments for the balance of the shipping season, that is, the months of August, September and October, pushed just as hard as possible so that the gain we made early in the year will not be offset by a loss for the balance of the season.

You know that in the month of June we just got over the line by being a little better than June of last year. July will be from 6%

to 10% less in total shipments than July last year. This, despite the fact that our contract bookings both East and West were very much heavier than last year, which you will see means that dealers' warehouse trade has fallen off tremendously.

Now, as an extra incentive for the special push for the next three months, the President has authorized me to say to you that he is willing to put up a cash bonus for the best percentage increase of shipments as compared with the percentage of shipments each District has borne to the total shipments for the fiscal year to date. One prize for the best Eastern District, and one prize for the best Western District. [fol. 2483½] The main factor in determining the bonus winning will be the amount of new business taken that actually moves during the three months, and the surest way to win will be to get the maximum in dealers' immediate shipment, or fifteen-day orders. In making the award we will consider the present business actually on our books in relation to the percentage it bears to the total bookings.

This amount of money to be divided by the winning District among the men who helped make the District the winning one, and will be an amount in addition to any regular bonuses that we may determine the different men have earned by their year's performances.

I wish you would send a copy of this letter to each of the District Managers, and let them start right away in the competition.

Yours very truly, — — —. DHM/MK.

[fol. 2484]

DEF'TS' Ex. No. D-426

Nazareth Cement Company
Philadelphia Sales Office

Subject: Warner Price.

5/20/18.

To Mr. S. J. Fehnel:

Note attached check. We shipped this car before he expected it and we agreed to allow the discount in order to get settlement.

In connection with additional deduction of 1¢, we also allowed this to meet the Lehigh quotation which was 1¢ below ours.

J. W. Watkins.

[fol. 2484½]

DEF'TS' Ex. No. D-427

Nazareth Cement Company
Philadelphia Sales Office

Date: 6/6/18.

Subject: Wright & Collins.

To Mr. S. J. Fehnel:

Kindly change the price on our order #8233 to \$2.77 delivered.
For your information, this one cent difference on our orders for

Mr. Watkins territory is to meet the competition of the other mills who are quoting on the Universal basis. The Universal rate is 48¢, plus 4¢ increase, 40¢ for bags, and \$1.85 Universal base makes a delivered price of \$2.77 or 1¢ less than our price. When our order #8233 was put in, we had not discovered this fact.

F. M. Hoover.

[fol. 2485]

DEF'TS' Ex. No. D-428

New York, July 9th, 1918.

Mr. Geo. J. Bickel.

DEAR SIR: I want you to pay particular attention to obtaining new dealers and as much open-market business as possible. In looking over the list of territories I find that your territory January 1st to May 31st only shows 9,000 barrels of open-business. Five other territories show over 10,000 barrels running from 14,000 barrels to 21,000 barrels. The real test of a salesman is the number of new dealers he obtains and the amount of open-business he puts on the books.

Very truly yours, Vulcanite Portland Cement Co. ————,
Manager of Sales. AM.

[fol. 2485½]

DEF'TS' Ex. No. D-429

Alpha Portland Cement Company

Change in Bag Terms

On May 1, 1918, this Company sent you a circular calling attention to revised bag terms. There were two reasons for making these revised terms. The first was that there had sprung up throughout the country a number of dealers in second-hand bags, who were offering more for bags than the so-called redemption value fixed by the cement manufacturers; the second reason was that bags were not being returned to us promptly and consequently replacement cost was excessive.

We are pleased to note that the users of our product are cooperating with us very efficiently and bags are now being returned in goodly numbers.

We do not wish to impose a burden on dealers handling our product in competition with those manufacturers who do not make a sufficient charge for replacing bags which are not returned. We, therefore, withdraw that portion of our circular which provided for an additional payment of fifteen cents for bags not returned within ninety days, and will not collect this charge on any shipments of Alpha Cement made since the first of May, 1918.

Alpha Portland Cement Company.

Easton, Pa., July 15, 1918.

[fol. 2486]

DEF'TS' EX. NO. D-430

The Atlas Portland Cement Co.
New York

For the Attention of Mr. Holman.

New York, January 25, 1919.

When the daily reports of the Protective Association come in we analyze them by districts—that is, we check out the total number of contracts placed in territory covered by each District, and the number of Atlas contracts secured in the territory.

I see this analysis every day or two and keep right after the District managers on the basis of these analytical figures. I also of course, write the District Managers regarding specific orders as they go to our competitors, with a view to making it very hard for them to lose an order. I am attaching some files of last summer which will show you the method of operation in the correspondence between here and the District Offices.

I do not think that we can go into much more detail on this check-up without running into the danger of putting a premium on [fol. 2486½] alibies, which I do not want to do. I do not want to put the sales staff too much on the defensive nor to encourage them to spend too much time or thought on the contracts that have already gone, except on the basis of correcting our methods of solicitation of business. We try not to have anyone on the staff whose intentions are not of the best—that is, we do not want to have any salesmen or district managers who are not doing everything in their power to secure business, and my idea of the check-up of the orders is always to direct their energy, time and attention to securing business which has not been placed, rather than a backward look toward orders which have already gone.

L. G. McConnell. LGM/WH.

[fol. 2487]

DEF'TS' EX. NO. D-431

Lehigh Portland Cement Co.
Buffalo, N. Y.

March 27, 1918.

Mr. B. L. Swett, Eastern Sales Mgr. Lehigh Portland Cement Co.,
Allentown, Pa.

DEAR SIR: I have just been talking to A. E. Dye, Forestville, N. Y., and was informed that he purchased a car of Universal Portland Cement yesterday at the \$1.50 mill base. Evidently the Universal Company have not changed their price, as I have not seen any of their quotations so far quoting the \$1.90 price. For your infor-

mation, J. E. Van Dusen, Gowanda, N. Y., has also bought a car of Universal at the old price and you no doubt are familiar enough with the Gowanda situation to know how strong he is for Lehigh. This for your information.

Yours very truly, L. E. Browning.

[fol. 2487½]

DEF'TS' EX. NO. D-435

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, April 6th, 1918. Salesman: Browning.
Office: Allentown.

1. What information regarding competitors or quotations did you get during the week?

I am sending Alpha quotation four cents below our price in Wells-ville, N. Y. I have already reported numerous cases where Universal have taken business on the \$1.50 basis several days after the price had advanced.

2. What special inducement of any nature are competitors offering in your territory?

The above.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

Number one.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Bickel, Vulcanite.

[fol. 2488] 5. Give the complete history of any complaints that you may have on competitors' brands of cement.

No complaints.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestions have you for improving our methods of handling business in your territory?

None.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

I do not.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Business has been very good for the past two weeks, but most of them have their spring orders in, and the next thirty days will see a lull in order taking.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

I called on three County farm bureaus this week, all of whom are interested in our advertising, and these Bureaus certainly can do us a lot of good with the large farmer membership which they have, and they would be very much pleased if we considered *do* a little advertising in their monthly papers to the farmers.

Remarks: —.

Yours very truly, Browning, Salesman.

[fol. 2488½]

DEF'TS' Ex. No. D-436

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, March 22, 1919. Salesman: E. F. Stickles. Office: N. Y.

1. What information regarding competitors or quotations did you get during the week?

Nazareth quoting 3.37 Far Rockaway. Lehigh quoting 3.45.

2. What special inducement of any nature are competitors offering in your territory?

—.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

—.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

—.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

—.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and [fol. 2489] state reason of dissatisfaction.

Yes.

7. What suggestions have you for improving our methods of handling business in your territory?

—.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

—.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Good.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Good.

Remarks: —.

Yours very truly, E. F. Stickles, Salesman.

—

[fol. 2489½]

DEF'TS' Ex. No. D-437

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, 12/20/1919. Salesman: Gottwals. Office: Utica.

1. What information regarding competitors or quotations did you get during the week?

Knickerbocker selling J. L. Smith & Son of Lyons Falls (Contractor Dealer) at Dealers' price for Delivery at Watertown or Calcium for Watertown & Phila. Rd. job.

2. What special inducement of any nature are competitors offering in your territory?

See above.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

—.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None.

[fol. 2490] 5. Give the complete History of any complaints that you may have on competitors' brands of cement.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestions have you for improving our methods of handling business in your territory?

None Now.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

No.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Good.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Well Liked.

Remarks: —.

Yours very truly, A. M. Houser, Salesman.

[fol. 2490½]

DEF'TS' Ex. No. D-438

Apr. 20, 1920.

Mr. E. P. Alker, H. C. Merritt:

We are in receipt of your letter of Apr. 19th and note what you say in regard to Mr. Fanelli. We have written him today asking him when we may expect payment for car of cement which he obtained from the Fireproof Construction Co.

We would like very much to know where you got your information from that the Atlas Cement Co. are shipping cement over the N. Y. N. H. & H. R. R.

In regard to price of cement to dealers f. o. b. Yonkers, Mount Vernon, White Plains, Tuckahoe, New Rochelle and Port Chester, please refer to our notice of April 7th in which we stated that we had increased our price to \$2.00 Lehigh Valley Base and \$2.10 Hudson Base. Lighterage rates from Hudson, Alsen and Catskill, N. Y. to water delivery points in Greater New York will be 30¢ per bbl. You will note however that this increase is 5¢ per barrel more than the price quoted by the Lehigh or Atlas Companies. We have therefore decided to meet the prices quoted by Lehigh & Atlas to those dealers with whom we have been doing business.

Also note that were all rail rates to Lehigh Valley points adjacent to the water make a less price the rail rates will govern. This will apply to some points on the Hudson River and Staten Island.

Yours very truly, — — —, Sales Manager. EPA:MC.

[fol. 2491]

DEF'TS' Ex. No. D-439

American Clay and Cement Corporation, General Contractors & Builders Supplies

Rochester, N. Y.

October 21, 1919.

Knickerbocker Portland Cement Company, 30 East 42nd Street, New York City.

GENTLEMEN: Beg to acknowledge receipt of your favor of October 20, and note what you have to say in reference to securing Road No. 517 for Knickerbocker, and we will do everything we can. The contractor, we are advised, has a price of \$2.78 at this point, but we think that we can get the business in some form. It may be a case of where you will have to carry the account.

The companies in the field surely are not holding to any kind of prices.

Also note that you quote us price of \$2.78 per barrel, f. o. b. Lockport on Barge Canal Contract No. 152, for which kindly accept our thanks.

Yours very truly, American Clay and Cement Corporation.
C. W. Denniston, Vice-President.

[fol. 2491½]

DEF'TS' Ex. No. D-440

Oct. 23, 1919.

Mr. C. W. Denniston, Vice-President American Clay & Cement Corp., Insurance Building, Rochester, N. Y.

DEAR MR. DENNISTON: Yours of Oct. 21st received, and I note your contractor states he has a price of \$2.78 per barrel for Cement to be used on Highway #517, at Palatine Bridge.

This is 2¢ per barrel less than the dealer's price and we would like very much to know the name of the Company quoting such a figure. If you can give us this information, we would appreciate it very much.

Very truly yours, — — —, Sales Department. WMF:CMB.

[fol. 2492]

DEFTS' EX. NO. D-441

Nazareth Cement Company

Inter-Departmental Correspondence, Nazareth Sales Office

Date: February 19, 1920.

To the Offices:

We have just learned that the Lehigh have changed prices to \$1.85 Universal basis and \$2.00 Fordwick basis when quoting to points in these districts. We have also been told that when they want the business they will use the lower base and when they do not care to take the business on they use this higher base to make sure that they will not be in the running. The other large companies we understand have not changed the Universal base or the Fordwick base, leaving it just as it has been since April 1st.

Thought we had better advise you of this so that you would be posted.

Yours truly, ———.

[fol. 2492½]

DEFTS' EX. NO. D-442

Memorandum from Washington, D. C.

Jan. 25, 1920.

To ——— Department, National Surety Company, 115 Broadway,
New York, N. Y.:

In re ———

The following bids were received at the Army Construction Div., Washington, D. C., for furnishing 12,500 bbls. of Cement, under circular #331.

Pennsylvania Cement Co., \$2.97 per bbl.

New York, N. Y., 15¢ per sack. F. O. B. Dover, N. J., del. prior to Dec. 31, 1920.

Lawrence Cement Co., \$2.74 per bbl. 5%-10 da. F. O. B. Dover.

Edison Portland Cement Co., \$2.74 per bbl. 15¢ per sack.

8 W. 40th St., New York, N. Y., 3,000 Feb. 10. Balance a car per day.

Alpha Portland Cement Co., \$2.74 per bbl. 15¢ per sack. F. O. B. Dover.

[fol. 2493] Atlas Portland Cement Co., 30 Broad St., New York, N. Y., \$2.72 per bbl. 15¢ per sack. F. O. B. Dover.

Alsen Portland Cement Co. of America, Washington, D. C., \$2.90. 15¢ per sack. F. O. B. Dover.

N. Y. C. N. Y. D. C.

For the sake of brevity and economy, we have discontinued the use of such phrases as "Dear Sir," "Yours very truly," etc., in our correspondence with the company's representatives.

[fol. 2493½]

DEF'TS' Ex. No. D-443

November 3rd, 1919.

Mr. Frank L. Leach, c/o Hotel Bond, Hartford, Conn.

DEAR LEACH: I would keep in touch with Bradlee on the Hartford Rubber job, because he is keeping after Mr. Foss in Boston. I can not do anything from here, but he can be of material help to you from the Boston end.

I do not think you can do anything with the Aberthaw Company, because from the best reports I can get, they have closed for their season's requirements with the Portland Stoneware Company, I think.

Now in regard to the Connecticut State Highway work, I am not prepared to go to the \$2.92 price, but probably will know more about this shortly. We, of course, wish to meet competition, and I guess in order to do so, we will have to sell them at the \$2.92 price. You mention that the war tax is exempt. Do you mean by this that the Government is refunding this war tax, or just how is it done?

Tell Mr. Jackson the next time you see him that I was very glad to hear from him and that I shall be very glad to see him on my next trip to New England.

Yours very truly, Charles H. Cox.

[fol. 2494]

DEF'TS' Ex. No. D-444

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, April 20, 1918. Salesman: Browning. Office: Allentown.

1. What information regarding competitors or quotations did you get during the week?

Saw two quotations quoting five cents per barrel above our price. Edison and Hercules.

2. What special inducement of any nature are competitors offering in your territory?

None.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Did not meet any.

[fol. 2494½] 5. Give the complete history of any complaints that you may have on competitors' brands of cement.

No complaints.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestions have you for improving our methods of handling business in your territory?

None.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

I do not.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

This week was exceptionally good in view of the low priced cement in so many warehouses. Got 12 cars on the high price, with one new town lined up.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

No unusual comments this week.

Remarks: —.

Yours very truly, Browning, Salesman.

1466

[fol. 2495]

DEF'TS' EX. No. D-445

The Commodore
Pershing Square, New York

Oct. 3/19.

Mr. Chas. H. Cox, Sales Mgr. Phoenix Portland Cement Co., Phila.,
Pa.

DEAR MR. COX:

* * * * *

I had a long talk with Mr. Saunders at the Capitol today. He showed me a straight quotation of 2.92 from the Edison Co. signed by Bruff from this Boston Office. Also showed me one from the Windsor Cement Co. same price on Dragon & Alsen. Also had one from the Lines Co. Meriden on Allentown, these were all made for cement F. O. B. Thomaston, Ct. Now Lehigh quoted 2.94 same [fol. 2495½] as we did, and owing to a mixup they had with Lehigh they are going to give them 5M bbls. or half of this order, and Edison gets the rest, and he states that is all they will get.

* * * * *

I am

Yours truly, Frank L. Leach.

[fol. 2496]

DEF'TS' EX. No. D-446

Phoenix Portland Cement Co.
Philadelphia, Pa.

Oct. 14, 1919.

Attention Mr. Cox

GENTLEMEN: In my conversation with Mr. Masserman today he told me that another cement company had offered him cement at a less price than 2.92.

At the present time he would not state who it was but I believe it to be the Edison Co. as he is giving them little business at the present time and they feel rather upset about it, so he told me.

Yours very truly, Preston E. Bradlee.

[fol. 2496½]

DEF'TS' EX. No. D-447

Oct. 17, 1919.

Mr. Preston E. Bradlee, 3 Strathmore Road, Brookline, Mass.

DEAR BRADLEE: I have your note of the 14th about Masserman buying below \$2.92; keep me in touch with the situation.

I congratulate you on getting Phillin Brothers at Clinton, Mass., as I am sure this will be a good account for us.

Yours very truly, Charles H. Cox, General Sales Manager.
CK.

[fol. 2497]

DEF'TS' Ex. No. D-448

Mr. Horner

January 6, 1920.

Mr. F. M. Hoover, Philadelphia, Pa.

Referring to correspondence we have had with you in regard to Warren Brothers Company's work in Pennsylvania, wish to advise that we had a long session with them yesterday. They finally decided they would rather pay the full consumers' price and deal with us direct than through any country dealer at a cut price. They offered us 40,000 bbls. to be shipped to Delmont in Westmoreland County, 26,000 bbls. for Clearfield County and 18,000 for Elk County.

As we would have to absorb about 28¢ a barrel to meet competition at Delmont we passed this up, and understand they will probably place it with the Alpha Company.

The other two jobs we accepted, and will handle direct with them, although when they get around to ordering out shipments, if they want to place them direct with the mill or with your office of course we will so arrange.

As we understand it you are not fussy what you do with the Hyde-Murphy Company at Ridgway, and as they have not landed the business suppose you will have no trouble with them.
[fol. 2497½] Before accepting this business I telephoned to the "Boss," and he has O. K. the above, and hope it fits in with your views all right.

As I wrote you a while ago I expect to be in your vicinity, and will probably drop in on you either next Saturday or Monday.

In regard to work that the Warren Brothers have around Swathmore, which we have had up with you, wish to advise that they closed this with some local dealer in your section, who offered them 14¢ per barrel as a cash discount. In other words all the dealer gets is 1¢ per barrel, unless he is getting something from the mill.

Very truly yours, John W. Ramsay.

[fol. 2498]

DEF'TS' Ex. No. D-449

Knickerbocker Portland Cement Company

Boston, Mass., July 30, 1919.

Mr. W. M. Floring, Sales Manager Knickerbocker Portland Cement Company, Inc., 30 East 42nd Street, N. Y., N. Y.

DEAR SIR: For your information would advise that the Portland Stone Ware Company told Mr. Daniels and myself this morning that when the Atlas Portland Cement Company went to Portland to close the order on the American Company job, they told Mr. Hersey of Winslow & Company, Inc., that the Turner Construction Company had 5¢ per barrel lower price which they would have to meet.

They asked Winslow & Company to make a 5¢ per barrel cut which they in turn refused to do. The Atlas Company however, went to Chase & Company, another dealer in Portland, and got them to take the business on this basis.

[fol. 2498½] I cannot understand why the Atlas Company went to Winslow & Company to see if they would take the business, as Chase & Company have always been Atlas dealers. The only reason for this must be that Chase & Company do not push Atlas.

Very truly yours, Knickerbocker Portland Cement Company,
Inc. J. W. Stinson, Local Manager.

[fol. 2499]

DEF'TS' Ex. No. D-450

May 9th, 1919.

Mr. Preston E. Bradlee, 3 Strathmore Road, Brookline, Mass.

DEAR BRADLEE: The State Board of Public Roads, Providence, R. I., will receive bids on May 16th for road work on Waterman Avenue, E. Providence, R. I., 18,000 square yards, also Mendon Road Town of Lincoln, Providence County, R. I., 7,000 square yards.

I note that the Aberthaw Construction Company bought cement from the Portland Stoneware Company at a cheaper price than he could buy Phoenix. Do you know what cement Cleveland is buying below the market? Please try to get as definite information about this as you can.

I also note that Waldo Brothers is selling Bath Cement, and that they quoted a lower price than the Mass. Lime & Cement Company was able to quote. Do you think they are buying Bath below the market?

Yours very truly, Charles H. Cox.

[fol. 2499½]

DEF'TS' EX. No. D-451

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday 8-24-18. 191-. Salesman: F. L. Leach.
Office: Boston.

1. What information regarding competitors or quotations did you get during the week?

Mr. Kellog, our New Haven dealer states he understands that the Knickerbocker Company are making a cent better price than we are on the New Haven price delivered.

2. What special inducement of any nature are competitors offering in your territory?

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

[fol. 2500] 4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestions have you for improving our methods of handling business in your territory?

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Fairly good under the present conditions. Most of the dealers seem to be pretty well stocked at the present.

10. What seems to be the opinion of the trade on our advertising?
How can we improve it?

Very good.

Remarks.

Yours very truly, F. L. Leach, Salesman.

[fol. 2500½]

DEF'TS' Ex. No. D-452

Mar. 22, 1918.

Saratoga Coal Co., Saratoga Springs, N. Y.

Attention E. E. Hayden, Secretary

GENTLEMEN: We acknowledge receipt of your esteemed order of the 21st for one small carload of Iron Clad Portland Cement in cotton, to be shipped the Saratoga Milling & Grain Co., at once.

Kindly accept our thanks for this order.

Fortunately we had placed in our yard this morning a 50,000 # capacity car, which is probably the first car of this size we have had in several weeks. We are, therefore, loading this car to capacity and trust the arrangement will meet with your approval.

We would also call your attention to the fact that yesterday, March 21st, the price of cement advanced 40¢ per barrel. However, as your order was mailed before receiving our new quotation at the advanced price, we are under these circumstances billing same to you at the lower figure.

Yours truly, Glens Falls Portland Cement Co., ————,
2nd Vice President. GFB, JR-CMH.

[fol. 2501]

DEF'TS' Ex. No. D-453

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, May 7, 1921. Salesman: D. A. Gray.
Boston Office.

1. What information regarding competitors or quotations did you get during the week?

Mr. W. H. Woodruff of Woodruff & Sons Milford Ct. advised that Mr Brainard of Alpha guarantees his price for 90 days.

2. What special inducement of any nature are competitors offering in your territory?

See above.

3. State what disadvantages, if any, caused by the actions of this company you are aborning under in meeting competition.

None.

[fol. 2501½] 4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Mr. Hegeman, Edison. Advised W. H. Scott Co. Terryville owes his concern. They consider him an undesirable account.

5. Give the complete history of any complaints that you may have on competitors' brands of cement.

None.

[fol. 2502]

DEF'TS' EX. No. D-454

Lehigh Portland Cement Co.

Sales Department, Official Communication.

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, June 25, 1921. Salesman: P. B. Evans.
Office: Allentown.

1. What information regarding competitors or quotations did you get during the week?

Not any.

2. What special inducement of any nature are competitors offering in your territory?

I understand Edison is cutting their price on Jobs which require much cement.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

Not any.

4. Give names of competitors' salesmen that you you have met during the week and information dropped by them.

Chas. Hollander of Alpha. He complained that business was quiet.

5. Give the complete history of any complaints that you may have on competitors' brands of cement.

Not any.

Estimate of Value of Defendants' Properties in 1919

Capacity as in Government Exhibit 387: 41,469,000 bbls.

Value plant based on capacity: \$117,771,960.00.

Working capital as shown in Def'ts' Exhibit 277 A to S: \$15,-
837,232.09.Value rock deposits shown in Def'ts' Exhibit 275 A to S: \$18,053,-
064.00.

Total value: \$151,632,256.09.

(Here follow Defendants' Exhibits Nos. D-456 and D-457, marked
side folio pages 2503 and 2504.)

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday
of each week. This is to keep in close touch with conditions in the
field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, 8-31-18. Salesman: F. L. Leach. Office:
Boston.

1. What information regarding competitors or quotations did
you get during the week?

Understand both the Phoenix and Quickerbocker Cement Com-
panies are quoting one cent less than we are.

2. What special inducement of any nature are competitors offer-
ing in your territory?

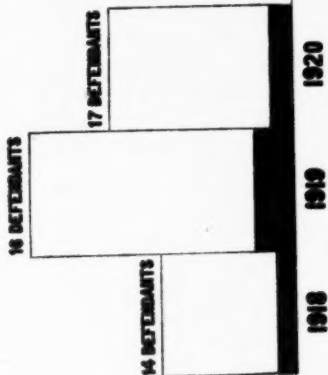
3. State what disadvantages, if any, caused by the actions of this
company you are laboring under in meeting competition.

4. Give names of competitors' salesmen that you have met during
the week and information dropped by them.

5. Give the complete History of any complaints that you may
have on competitors' brands of cement.

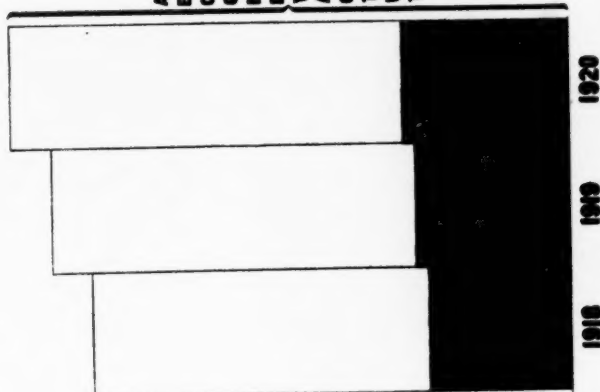
[fol. 2505½] 6. Are your customers satisfied with our deliveries,
packages, handling of complaints sent to us, tracing of cars when

BLUE = PROFIT = PERCENTAGE ON INVESTED CAPITAL
 YELLOW = FEDERAL TAXES PAID



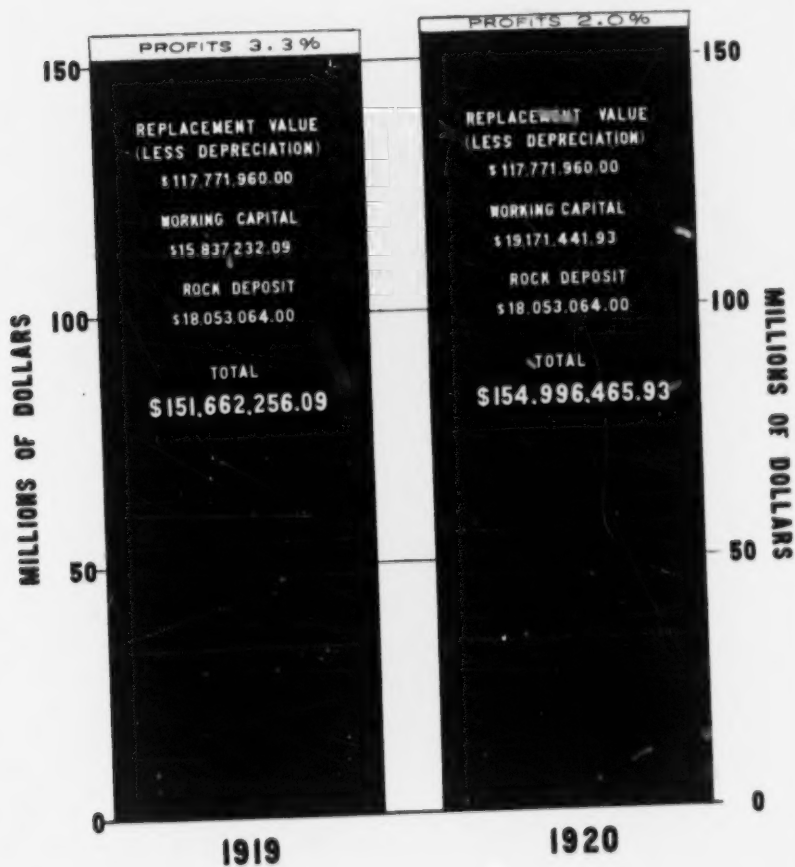
NET EARNINGS
 REPORTED TO
 GOVERNMENT
 OF BENEFICIARIES
 MAKING PROFITS

AVERAGE NET
 EARNINGS OF
 CORPORATIONS
 GENERALLY MAKING
 RETURN OF NET
 EARNINGS IN RECENT
 YEARS ON SIMILAR
 AMOUNT OF INVESTED
 CAPITAL BASED ON
 TESTIMONY OF
 WITNESS
 THOMAS S. ADAMS





Deft. Ex. No. D 487



requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestion have you for improving our methods of handling business in your territory?
—.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?
—.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?
Fair.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?
Good.

Remarks: —.

Yours very truly, F. L. Leach, Salesman.

[fol. 2506]

DEF'TS' EX. No. D-459

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday 1-4-19. Salesman: F. L. Leach. Office: Boston.

1. What information regarding competitors or quotations did you get during the week?

Learned this week that the Giant Company have sold the B. H. Hibbard Co., New Britain, Conn., as dealers. These people are only small contractors.

2. What special inducement of any nature are competitors offering in your territory?

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

None.

[fol. 2506½]

DEF'TS' EX. No. D-460

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answer to these quotations must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, Aug. 24th, 1918. Salesman L. S. Pricher. Office New York.

1. What information regarding competitors or quotations did you get during the week?

Re-Job #O-5836—6,500 bbls. f. o. b. Clinchfield, Va. 'Clinchfield' didn't quote. 'Lehigh' 3.39, 'Alpha' 3.22, 'Edison' 3.15. 'Edison' corrected quotation to 3.30. No decision will be reached until next week.

2. What special inducement of any nature are competitors offering in your territory?

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Jos. Miller, 'Dragon.'

[fol. 2507] 5. Give the complete History of any complaints that you may have on competitors' brand of cement.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestion have you for improving our methods of handling business in your territory?

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

No.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Very quiet.

10. What seems to be the opinion of the trade on our advertising?
How can we prove it?

Remarks: ———.

Yours very truly, L. S. Pricher, Salesman.

[fol. 2507½]

DEF'TS' Ex. No. D-461

Lehigh Portland Cement Co.

Allentown, Pa.

October 5th, 1918.

To Lehigh Customers:

Attached is a copy of a statement issued by the War Industries Board which appeared in the official United States Bulletin of September 27th, 1918, and outlines the present conditions under which deliveries of cement and other building materials may be made.

The following information may help to make the situation clear:
Work for which cement may be delivered without any sort of special permit.

Repairs or extensions to existing building involving a cost not exceeding \$2,500.00.

New construction for farm purposes, involving a cost not exceeding \$1,000.00.

Roadways, buildings, and other structures for railroads under the control or operation of the United States Railroad Administration.

Those directly connected with mines producing coal, metals and ferro-alloy minerals.

Buildings or constructions started and partly completed.
[fol. 2508] Streets, pavements and roadways now substantially under way may receive deliveries of materials up to November 1st, 1918.

* * * * *

All construction work other than the above can be done only under special Government approval, the classes of work and approval necessary being as follows:

First. Direct Government work for the various Government Departments shown in the attached statement requires approval of the War Industries Board at Washington. Application for such approval should be made through the nearest Regional Representative of the Resources and Conversion Section of the War Industries Board. If the work is approved, a license is issued and shipments of materials can be made only upon receipt of the license number, which must also be shown on the monthly reports of deliveries.

Second. All road work (including highways, street, culvert and bridge construction) requires approval of the United States High-

ways Council, application for such approval to be first made to the State Highway Department and through them to the Highways Council. The number of the Highways Council permit must be given for each shipment of material and must also be shown on the monthly delivery report of the manufacturer and dealer.

Third. All Non-War construction requires approval of the Non-[fol. 2508½] War Construction Division of the War Industries Board, application to be made through the local representative of the Council of National Defense. If the work is approved a license is issued. The license number is required on each shipment of material and must also be shown on the monthly delivery reports of manufacturers and dealers.

The present arrangement requires approval on practically all new construction work, even on construction which comes under an essential classification. The Government is establishing local representation of the proper authorities throughout the country so that when any operation is shown to be essential the issuing of approval will be promptly acted upon.

We hope that you will call upon us for any information or co-operation we may be able to give you in connection with any construction work in your territory.

Yours truly, Lehigh Portland Cement Company.

[fol. 2509] From Official U. S. Bulletin Dated September 27, 1918

"B. M. Baruch, chairman of the War Industries Board, authorizes the following:

A new regulation controlling non-war construction for the period of the war adopted by the War Industries Board authorizes new construction for farm purposes without permit where the aggregate cost involved does not exceed \$1,000.

Exceptions to General Rule

The exceptions from the general regulation laid down by the priorities division of the War Industries Board that all non-war construction shall be done on special permit include:

Structures, roads, and other construction projects falling within the following classification: Undertakings, cleared and approved by the War Industries Board, directly by or under contract with the War Department or the Navy Department, Shipping Board, Emergency Fleet Corporation, the Bureau of Industrial Housing and Transportation of the Department of Labor, or the United States Housing Corporation.

Repairs or Extensions

Repairs of or extensions to existing buildings involving in the aggregate a cost not exceeding \$2,500 and new construction for farm purposes involving in the aggregate a cost not exceeding \$1,000.

[fol. 2509½] Roadways, buildings, and other structures undertaken by or under contract with the Railroad Administration or a railroad operated by such administration.

Those directly connected with mines producing coal, metals and ferroalloy minerals.

Public highway improvements and street pavements when expressly approved in writing by the United States Highway Council.

No building projects not falling within one of the foregoing classes shall be undertaken without a permit in writing issued by or under authority of the Chief of the Non-War Construction Section of the Priorities Division of the War Industries Board. A local representative of the Council of National Defense will report to the War Industries Board on each proposed project requiring permits.

While it is not the policy of the Government, says the War Industries Board, to interfere unnecessarily with any legitimate business, industry, or construction project it must be borne in mind that there is an imperative and constantly increasing demand for labor, material, and capital for the production and distribution of direct and indirect war needs, to satisfy which much non-war construction must be deferred. Manufacturers and dealers may continue to supply materials for buildings or construction started and partly completed."

[fol. 2510]

DEF'TS' EX. No. D-462

Nazareth Cement Company

Inter-Departmental Correspondence, Boston Office

Date: October 15th, 1918.

Subject: —.

To Mr. J. A. Horner, Nazareth, Pa.:

For your information, about a week ago Stone & Webster of this City were awarded a foundation contract for Lever Brothers of Cambridge, Mass., and the Purchasing Agent told me that he had bought a brand of Cement from a dealer at much below the market price and explained that the dealer told him that the reason why he was able to do this was that he had a contract that would not require all the Cement, and Stone & Webster gave him the business.

As near as I can find out, the Winslow Company of Portland, Maine, who own the Portland Stone Ware Company of this City have a blanket contract with the Hercules people and this is where the Cement came from. As you probably know, the Palmer Lime & Cement Company of New York are distributors for the Hercules brand of Cement in New England.

All of the above for your information.

Very truly yours, John W. Ramsay. JWR-D.

1478

[fol. 2510½]

DEF'TS' Ex. No. D-463

Nazareth Cement Company

Inter-Departmental Correspondence, Nazareth Sales Office

Date: Mar. 27th, 1919.

Subject: Field, Barker & Underwood.

To F. M. Hoover, Sales Mgr., Philadelphia Office:

Mr. Horner does not want to see them start using other than "Nazareth" cement and if someone really quoted them a better price for the Hilton Village work we must take care of them in some way so as not to lose their business.

Yours truly, ———

[fol. 2511]

DEF'TS' Ex. No. D-464

Telegram

Nazareth Cement Company

Nazareth, Pa., April 10, 1919.

John W. Ramsay, 161 Devonshire St., Boston, Mass.:

You can protect customers on decline in price on both new and old contracts for shipments 1919 only.

J. A. Horner.

[fol. 2511½]

DEF'TS' Ex. No. D-465

Pennsylvania Cement Company

Philadelphia, Pa., 1/8/1919.

Mr. H. A. Moore, Pennsylvania Cement Company, Philadelphia, Penna.

DEAR SIR: I have your letter of the 6th instant, and note contents.

You recall that some time since, we went over the different contracts, of where they were not drawing cement, and I gave you the situation at that time, that the reason the jobs were not going ahead was the fault of high cost of labor, and shortage of being able to secure same. In these cases, I asked you to take up with New York regarding J. E. Rhoads, Geo. Krause Hardware Co., Casper Oermann, Lutzenberger Hardware Co. and D. K. Lockhard, and it may be necessary to have these contracts carried over until next year (1919), as all of the above men had explained to me that if the work did not [fol. 2512] go ahead in 1918, or that the Government would not let them proceed, it would surely go ahead in 1919.

You know we have a couple coverings up at Milton. These jobs will go ahead. I have not found any of the Cement Companies that have cancelled up on any jobs that were held up last year.

I know absolutely that Vulcanite and Atlas have not. I learned something today, and that is, that one Company went so far last year, when they covered on jobs both here in town and in Lebanon, as to guarantee the dealer against freight advances, and these people are, and have been getting cement right along at the old price, and also at the old freight rate.

We do not want to cancel any of these contracts outside of Lancaster.

Yours truly, MacAllister.

[fol. 2512½]

DEF'TS' Ex. No. D-466

The Allentown Portland Cement Co.

Boston, Mass.

June 7, 1919.

R. L. Cope, Mgr. of Sales, Allentown Portland Cement Co., Allentown, Pa.

DEAR SIR: Replying to yours of the 5th, in regard to Marshall Spring. We hope that you will find some way out of this that will leave Spring happy, as he certainly is being catered to by inches by the Atlas and Knickerbocker Companys. In fact, he told the writer that the treatment he was getting from Allentown could not compare at all favorably with the fine treatment he had received from other companys, so I believe it is just a question of making up your mind how far you want to go and whether he is right or wrong, in order to get some of his business.

I do feel, and in fact he told me, that he will give you some business; what percentage of this business he will give me he did not say, but think I can get my share.

T. Stewart & Sons Company were low bidders Wednesday on a bridge job that requires between fifty and sixty thousand barrels of cement. You can imagine how many cement people are in town at this time regarding this job. Think we have better than an equal chance.

Yours very truly, Allentown Portland Cement Co. W. J. Grosvenor.

[fol. 2513]

DEF'TS' Ex. No. D-467

Lehigh Portland Cement Co.

Reference: Thos. P. Brennan's Sons, Jersey City.

New York, August 1st, 1919.

Lehigh Portland Cement Co., Allentown, Pa.

GENTLEMEN: I have personally investigated this matter and also have Mr. Burke and Mr. Stickle's reports. They are not dealers and do not carry any stock of building materials. They are general contractors and truckmen. I also discussed this matter with J. P. Hall and Washburn Bros., of Jersey City who claim the Pennsylvania people have simply made them a dealer to sell this particular contract.

Yours very truly, F. W. Douglas, Manager New Jersey District.

[fol. 2513½]

DEF'TS' Ex. No. D-468

August 7, 1919.

Mr. Preston E. Bradlee, Brookline, Mass.

DEAR BRADLEE: I have no doubt but that Mr. Parker has received some low prices on cement for his various road jobs. The dealers are cutting the differential invariably. The only thing we could do would be to get Mr. Parker to ask for Phoenix from the dealer he expects to supply him. I realize that this is difficult to do, but just at this time we do not care to pursue any other course. The situation with the road contracts is very unsatisfactory. I do not believe that 5% of the work has gone at the full contractor's price. The cement companies themselves, or at least some of them, either encourage the dealer to cut his differential or actually engineer the operation themselves.

I am sorry that we are up against this condition. The only thing that you can do is to play with the dealer. Perhaps, at some later time we will take other action, but just now, we cannot.

Yours very truly, Charles H. Cox.

[fol. 2514]

DEF'TS' Ex. No. D-469

New York City, Sept. 16, 1919.

Mr. Abbott, Mr. Feeks, Mr. Lovejoy, Mr. O'Brien, Mr. Steer, Mr. Stinson, Mr. Swallow, Mr. Tomes:

We wish to call your attention to the fact that we are in a position to make immediate shipment on receipt of order.

We have made loading arrangements at our plant so that we can

load from nine to ten thousand barrels per day; and at present we are not experiencing any difficulty in securing the necessary empty cars in which to load this amount.

We wish you would make it a point to impress upon all dealers and others upon whom you call, that we can make immediate shipment. We know that the Lehigh Valley district has been suffering for some time from a lack of empties, and we believe it would be a good opportunity for us to step in and secure some orders on the guarantee of prompt shipment.

Very truly yours, ———, Sales Department. WMF:CMB.

[fol. 2514½]

DEF'TS' Ex. No. D-470

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, June 28, 1919. Salesman: J. E. Fraser.
Office: Allentown, Pa.

1. What information regarding competitors or quotations did you get during the week?

The Jiant man offered to sell the Berkeley Lumber Co., Martinsburg, ten cents under present prices.

2. What special inducement of any nature are competitors offering in your territory?

None other than the above.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

None.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

[fol. 2515] Our deliveries have been punk for some time.

7. What suggestions have you for improving our methods of handling business in your territory?

Ship cement from Newcasel to all points along the Ohio River. And the upper territory on the B. & O. R. R.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

None.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Good.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

The dealers think our adv. is great.

Remarks.

Yours very truly, J. Fraser, Salesman.

[fol. 2516]

DEF'TS' EX. No. D-471

Lehigh Portland Cement Co.

Allentown, Pa.

To our customers:

Herewith you will find Circular No. 8 of the War Industries Board, Priorities Division, to which your attention is directed. We also enclose Circular No. 4 of the War Industries Board, Priorities Division, showing rules and regulations governing Priority in Production. These Circulars are self-explanatory, and in accordance with Circular No. 8, we have signed the pledge referred to, and enclose a copy of the pledge required from the dealer who sells our product.

Will you please sign the pledge of co-operation as required and file it with us in order that we may ship promptly, and without question, orders you may place with us for cement for re-sale purposes? In due season form for report called for in pledge will be sent you. Please keep a record of your sales from September 1st, so that we may be able to fill out blanks when received.

We know you will accept the small inconvenience entailed by these regulations in a spirit of loyal co-operation with our Government in the prosecution of the war.

Lehigh Portland Cement Company.

September 5, 1918.

[fol. 2516½]

DEF'TS' EX. No. D-472

Lehigh Portland Cement Co.

Allentown, Pa.

November 25th, 1918.

To Lehigh Customers:

All construction restrictions removed

The following is taken from an announcement of the War Industries Board:

"All remaining restrictions on non-war construction throughout the United States are officially removed.

Formal notice to this effect has been telegraphed to the Chairmen of all the State Councils of Defense.

The action taken permits all building operations of whatever character, held up in the interest of the war program to proceed. No further permits will be required from the War Industries Board or the State Councils, through whom control over the situation in each State was maintained."

This ruling removes all restrictions from construction work of every kind or size. Dealer pledges formerly required under the restriction orders are automatically cancelled. Reports of the purposes for which materials have been furnished may be discontinued. [fol. 2517] The prompt action of the War Industries Board emphasizes the National importance of the construction industry and the leading part which it must take in the work of reconstruction now beginning.

Construction work postponed during the past two years can and should now go ahead, providing employment for a large percentage of our men as they return from France or are released from war industries, and at the same time providing the manufacturing and housing facilities so urgently needed for the years of industrial expansion before us.

In such efforts the building industry has an opportunity for National service of the utmost importance.

Lehigh Portland Cement Company.

[fol. 2517½]

DEF'TS' EX. No. D-473

Lehigh Portland Cement Co.

Allentown, Pa.

March 4th, 1919.

Building Prospects

Building conditions have shown great improvement during the past few weeks. There are many reasons why there should be heavy

building activity and demand for building materials in the very near future.

In the first place, there is a shortage of dwellings, stores and other buildings in the country, due to the fact that the building programme fell far behind during the last three years. Such buildings can no longer be postponed.

Labor will be plentiful. The country owes it to each one of its returning soldiers to provide him with employment, which is another reason why necessary buildings will go ahead.

War conditions show the necessity for good roads as it was never shown before. Not only will the extensive state road programmes go through, but the need for better maintenance of present roads is recognized, which means that there will be an increased demand for road materials.

Considerable cement has been moving out of dealers' warehouses during the mild weather of the past several months, with the result [fol. 2518] that stocks are lower than ever before. It seems probable that the mild weather will continue, and we believe it will be to your advantage to provide now for the early spring trade.

The same reliable Lehigh service that stood the test of two years of war is at your command today. May we book your order?

Lehigh Portland Cement Company. B. L. Swett, Eastern Sales Manager.

[fol. 2518½]

DEF'TS' Ex. No. D-474

January 12th, 1920.

Mr. Preston E. Bradlee, Brookline, Mass.

DEAR BRADLEE: About taking care of your customers on 15 day shipment in case of an advance in price, you can do this, and if you hear of an advance in price wire in your orders, but do not close up any business except on a fifteen day basis.

Yours very truly, Charles H. Cox.

[fol. 2519]

DEF'TS' Ex. No. D-475

Lehigh Portland Cement Co.

Allentown, Pa.

May 31st, 1918.

Return Empty Lehigh Cement Bags Now

The cloth cement sack situation is serious, and we are taking this means of telling our customers frankly of the existing conditions.

The demand for cotton for urgently needed war supplies makes it almost impossible to purchase new cotton sacks. This demand is so urgent that it is a patriotic duty to conserve cotton to the utmost.

By using to the fullest efficiency all sacks now in the hands of the trade, consumers and dealers in building materials can be of very real assistance to the Government in the present crisis.

Only by the united effort of every user of cement can an acute sack shortage be avoided. Delay in returning empty sacks or improper disposal of them to others than our dealers or ourselves will cause serious interference with future shipments.

Railroad embargoes prevent the return of sacks from many points. It is hoped to overcome this by having one day each week fixed as a day on which the railroads will accept sack shipments; meanwhile if an embargo exists at your station, please write us particulars as to [fol. 2519½] the number of bundles you have ready and the railroad conditions existing, and we will try to assist in having the sacks moved.

With this letter is enclosed a return post card, and we will appreciate it if you will be good enough to mail this card to us promptly, stating the approximate number of empty sacks you have on hand. We are anxious for this information to assist in planning ahead so as to continue making prompt Lehigh cement shipments, and will be grateful for your co-operation in supplying the figures requested.

We are anxious to handle the sack situation so as to cause our customers a minimum of inconvenience, and feel that we can rely upon receiving the close co-operation which will enable us to meet and successfully overcome the present serious conditions.

Yours truly, Lehigh Portland Cement Company.

[fol. 2520]

DEF'TS' EX. No. D-476

Lehigh Portland Cement Co.

Allentown, Pa.

November 16th, 1918.

Lehigh Dealers:

The War Industries Board has taken the first steps toward modifying the War-Time restrictions on deliveries of building materials.

These steps are shown in the attached extract from Priorities Division Circular No. 57, issued November 11, 1918. We call your attention to the following important modifications:

Highways, road and street work may now go ahead with no restrictions, provided funds are available.

Buildings connected with the production of food, as noted in Clause 8 of the Circular, are now under no restrictions whatever, regardless of the total cost involved.

There are no restrictions on Farm construction, regardless of the cost involved.

New buildings of any character, involving cost not exceeding \$10,000, require no permit whatever.

New buildings of any character, involving total cost of over \$10,000

and less than \$25,000 now require written authority from only the State Council of Defense or its duly authorized representative, instead [fol. 2520½] of a special permit from Washington as heretofore.

These important changes allow greatly widened opportunities for building material sales and it seems certain that within the near future the building material industry will be again on an entirely normal basis. We hope that you are already experiencing the benefits of the new rulings.

The building material dealers of the United States, who have so loyally co-operated with the Government during the War emergency, may well feel that theirs has been a substantial aid in winning the war. It is now their opportunity to play an equally important part in the great era of reconstruction upon which the world is entering.

Yours truly, Lehigh Portland Cement Company.

Extract from Circular Dated November 11, 1918

War Industries Board, Priorities Division

Circular No. 57

All of the rules, regulations, restrictions and directions embodied in orders and circulars issued by the Priorities Division of the War Industries Board are continued in effect subject to the following modifications:

Section First. Section 5 of Revised Circular No. 21, issued by this [fol. 2521] Division as of date October 15, 1918, dealing with nonwar construction, is hereby amended so as hereafter to read as follows:

"Sec. 5. Construction projects not requiring permits or licenses from Non-War Construction Section.—Construction projects falling within the following classifications are hereby approved, and no permits or licenses will be required therefor from the Non-War Construction Section:

"(1) Construction projects approved in writing by the Facilities Division of the War Industries Board.

"(2) All farm and ranch buildings, structures, or improvements.

"(3) All buildings, structures, roadways, plant facilities, or other construction projects of every nature whatsoever, undertaken by the United States Railroad Administration, or by any rail or water transportation company, organization, or utility (whether or not under the direction of such administration) or by the American Railway Express Company, or by the owner or operator of any telegraph or telephone line.

"(4) The construction, maintenance, improvement, or development, by Federal, State, or municipal authorities of highways, roads, boulevards, bridges, streets, parks, and playgrounds.

"(5) The construction, extension, improvement, maintenance, or repair of any public utility, including water-supply systems, sewer systems, light and power facilities, and street and interurban railways.

"(6) The construction, extension, or repairs of all irrigation and drainage projects.

"(7) Construction projects connected with the extension, expansion, or development of mines of every character whatsoever or [fol. 2521½] connected with the production and refining of mineral oils and of natural gas.

"(8) The construction, alterations, or extensions of, or repairs or additions to, plants engaged principally in producing, milling, refining, preserving, refrigerating, or storing foods and feeds.

"(9) The construction of new, or the alterations or extensions of existing, school-houses, churches, hospitals, and Federal, State, or municipal buildings, involving in the aggregate a cost not exceeding twenty-five thousand dollars (\$25,000).

"(10) The construction of new buildings or structures not embraced in any of the foregoing classifications, or the repairs or additions to, or alterations or extensions of existing buildings and structures, in either case involving in the aggregate a cost not exceeding ten thousand dollars (\$10,000).

"(11) The construction of new buildings or structures not embraced in any of the foregoing classifications, or the repairs or additions to, or alterations or extensions of, existing buildings or structures, in either case involving in the aggregate a cost not exceeding twenty-five thousand dollars (\$25,000), when approved in writing by the State Council of Defense or its duly authorized representative.

"(12) Buildings begun prior to September 3, 1918, where a substantial portion of the building has already been constructed."

[fol. 2522]

DEF'T'S EX. No. D-477

Lehigh Portland Cement Co.

Allentown, Pa.

In any line of merchandise some brands sell better than others. Why?

Because they are better advertised—because the confidence of the buying public has been gained.

Your own customers will choose the brand that's known by its advertising, whether it's cement, automobiles or talking machines.

The story of Lehigh, the National Cement, is being told to the 2,000,000 readers of the Saturday Evening Post and to 4,000,000 readers of other leading papers. Have you ever seen a more comprehensive campaign than the enclosed sheet shows?

A Lehigh sign on your warehouse will associate you with this campaign and lead desirable business to your door.

Return the enclosed card for prices on Lehigh and real service reasons.

Lehigh Portland Cement Company, — — —, Eastern Sales Manager. BLS/A.

[fol. 2522½] Lehigh Portland Cement Co.
Young Building, Allentown, Pa.

Lehigh Portland Cement Co., Young Building, Allentown, Pa.

GENTLEMEN: Please quote your price on — barrels of Lehigh cement.

Yours truly, — — —.

The Lehigh story is being told nationwide over thirty million times, including the publications listed below:

	Total circulation of each edition
The Saturday Evening Post.....	1,989,580
May 3, May 24, June 7, June 21, July 5, August 30, September 13, September 27, October 11.	
National Geographic	670,000
May, June, July, September, October.	
[fol. 2523] System.....	130,000
May, June, July, September, October.	
Architectural Forum	4,617
April, May, June, July, August, September, October.	
Successful Farming	800,000
April, May, June, July, September, October.	
American Builder	35,000
April, May, June, July, August, September.	
Building Supply News.....	3,500
March, May, June, July, August, September.	
Engineering News Record.....	33,676
March 27, May 1, May 29, June 5, June 19, July 3, July 17, August 28, September 11, September 25, October 9, October 16.	

Total
circulation of
each edition

[fol. 2523½] The Country Gentleman.....	409,103
April 12, May 10, June 14, July 12, September 13, October 11.	
Farm Journal	1,000,000
April, May, June, July, September, October.	
Hoard's Dairyman	70,000
April 11, May 9, June 13, July 11, September 12, October 10.	
Breeder's Gazette	90,000
April 12, May 10, June 14, July 12, September 13, October 11.	
Farm and Fireside	600,000
April, May, June, July, September, October.	
Journal Am. Inst. Architects.....	2,836
April, May, June, July, August, September, October.	

[fol. 2524]

DEF'T'S EX. NO. D-478

Lehigh Portland Cement Co.

Allentown, Pa.

August 5th, 1919.

Have you ever checked over your list of customers and noticed how many you have sold purely on Service?

Most cement users have limited storage and depend on the dealer to keep them supplied. When a last minute, rush order has exhausted your stock, you in turn, must depend on the manufacturer for service and he should be able to give it, not only in special cases, but always.

A glance at the attached sketch shows you why Lehigh Service has proven itself one of the dealers' most valuable assets. Lehigh service means that your orders will be shipped from the mill nearest you and that your car will be loaded within 24 hours after we have the order. Not only this, but our Traffic Department will tell you just about when the car should reach you and see that it does reach you.

1490

Prompt service is one of the Lehigh features but there are others equally valuable. Return the card and we will gladly give you details.

Yours truly, Lehigh Portland Cement Company. ———,
Eastern Sales Manager. BLS/C.

[fol. 2524½]

DEFT. EX. No. D-479

Lehigh Portland Cement Co.

Allentown, Pa.

July 8th, 1919.

Prosperity and the Building Material Dealer

The Peace Treaty is signed and all indications point an era of prosperity right ahead of us.

Tremendous strides have been made during the past six months in bringing conditions back to normal, and the country is ready to go ahead.

The new activity is especially strong in the building field, which labored during the war under the most severe handicaps and restrictions. The time is now at hand when the building material dealer will reap the reward of his patient and self-sacrificing war effort.

In the Saturday Evening Post and other national magazines, there is now appearing the greatest Portland Cement advertising campaign ever undertaken. It pays due tribute of recognition to the work and service of the building material dealer. It is bringing Lehigh, the National Cement, before millions of readers and creating new business for the thousands of dealers through whom Lehigh is distributed to the Nation.

Do you want to share in the results of this campaign? Let us tell you why Lehigh is the cement which means increased business and profits for you.

Yours very truly, B. L. Swett, Eastern Sales Manager.
BLS/B.

[fol. 2525]

DEFTS' EX. No. D-480

Knickerbocker Portland Cement Company

New York City

Subject: Sacks.

January 8, 1920.

Mr. A. D. Naylor, Treasurer Knickerbocker Portland Cement Co.,
Inc., New York City, N. Y.

DEAR SIR: Acknowledging your letter of the 7th inst., regarding sack rejections, this certainly looks like liberality on the part of our Company.

In this connection I might advise that yesterday we closed a 15,000 barrel order to be used by the Evatt Construction Company at the Plant of the National Calf Skin Company, Peabody, Mass. (This is another Swift Company's interest.) The order is coming through the C. H. Spring Company. When we were given this order Mr. Evatt spoke about the treatment he had received from the Nazareth Cement Company to the effect that they had never made any bag rejection. I merely mention this matter to confirm your stand that the trade generally gives a great deal of consideration to these minor sack rejections, and although we may not have complaints nevertheless it helps to hold a good customer.

Very truly yours, Knickerbocker Portland Cement Co., Inc.,
J. W. Stinson, Local Manager.

[fol. 2526]

DEF'TS' EX. No. D-481

January 10, 1920.

Mr. Floring, Mt. Stinson:

GENTLEMEN: In the statement of contracts secured for the year 1919, by the eastern cement manufacturers, the Knickerbocker Company is the lowest on the list with only 97 contracts, calling for 395,000 barrels. The figures of the other reporting companies are as follows:

Company	New contracts	
	No. to date	Bbls. to date
Allentown	245	673,643
Alpha	900	2,309,140
Atlas	1,509	4,337,269
Bath	194	701,947
Coplay	345	823,589
Dexter	189	432,878
Edison	461	1,636,952
Giant	196	969,816
Hercules	260	592,516
Knickerbocker	97	395,562
Lawrence	405	1,291,211
Lehigh	1,161	2,703,600
Nazareth	307	951,401
Penn Allen	171	487,349
Pennsylvania	290	1,168,547
Phoenix	133	479,700
Vulcanite	373	1,008,416
Total	7,236	20,963,736

[fol. 2526½] This certainly is not a very good showing for this company and our record for this year must show a decided improve-

ment. I trust that each salesman will do his part to insure reaching the goal desired for this year. Please instruct the Salesmen to treat the above information as strictly confidential.

Yours truly, — — —, Treasurer. ADN:GH.

[fol. 2527]

DEF'TS' EX. NO. D-482

Pennsylvania Cement Co.

Inter-Office Letter from Mr. G. M. Clukas, Boston Office

November 4, 1920.

To Mr. E. P. Alker:

In talking over present prices with some of the dealers in Boston and this vicinity I find that a number of the companies are basing their price on the customary differential on Hudson River cements.

With the increase of 40% over the old rate at some delivery points in this territory our price is from 2c. to 10. per bbl. higher by following your instructions of Oct. 15th to base price on \$2.50 mill base plus the Lehigh Valley rate, as for instance, our price in Boston is \$4.32 per bbl. and the other companies are quoting \$4.27 per bbl.

While my instructions are not to take any new business without authority from the New York office I felt that I ought to call this to your attention.

Very truly yours, Geo. M. Clukas.

[fol. 2527½]

DEF'TS' EX. NO. D-483

Nov. 4, 1920.

Mr. E. P. Alker, Mr. S. G. Taylor:

In regard to quoting on Hudson Base it has been called to our attention that the Atlas, Lehigh, and Alpha companies are quoting in Syracuse at \$4.13 per bbl. instead of \$4.17. As we do not wish to lose any of our customers we will meet this price, using the Hudson Base in figuring same.

Yours very truly, — — —, Sales Manager. EPA MC.

[fol. 2528]

DEF'TS' Ex. No. D-484

Confirmation of Telegram

Nazareth Cement Company

Night Letter Sent to Nazareth Cement Company

Nazareth, Pa., April 7, 1920.

161 Devonshire St., Boston, Mass.

Regarding cement Warren Bros., Waterford, cannot absorb difference in freight rate to meet competition. Also afraid we cannot give them decent service account car situation.

Nazareth Cement Company.

Western Union.

8:00 P. M.

[fol. 2528½]

DEF'TS' Ex. No. D-485

Syracuse, N. Y., October 24, 1920.

Mr. A. D. Naylor, President Knickerbocker Portland Cement Co., Inc.

DEAR SIR: For your information kindly be advised that the following Cement Companies have their salesmen out securing business for next year and in some cases are taking orders for immediate shipment, the Universal Company I understand are selling the Syracuse Wall Plaster Co. for immediate shipment at the price of \$3.67 per bbl. F. O. B. Syracuse, while our price figures oor is \$4.15 per bbl. F. O. B. Syracuse. The Atlas, Phoenix, Lehigh, Pennsylvania I understand are taking business for next year.

In connection with the above, wish to advise that the State Highway will have a letting on Friday, October 20, and I am advised that the estimated prices on cement *are* given the contractors are based on the present price and will be for Spring delivery. This would be very good business as all indications point to a reduction in the price of cement next year.

Yours very truly, B. F. Abbott.

[fol. 2529]

DEF'TS' Ex. No. D-486

October 23, 1920.

Mr. Preston E. Bradlee, 3 Strathmore Road, Brookline, Mass.

DEAR BRADLEE: It seems that some of the cement companies are going to put in their contracts a clause protecting against decline,

and I have no doubt that we will be obliged to follow suit, so do not lose any contracts because of this.

Keep after the Biltmore Hotel proposition in Providence.

Yours very truly, — — —, General Sales Manager.
CHC-M.

[fol. 2529½]

DEF'TS' Ex. No. D-487

September 20, 1920.

Mr. Preston E. Bradlee, Brookline, Mass.

DEAR BRADLEE: We have a contract with George L. Gage Company, dated August 8th and expiring June 1st of this year, extended to September 15th, 1920, covering 2,000 barrels of cement for the construction of walls and other improvements along canal, Essex County, owner and contractor. We have shipped two cars on this contract and have on hand shipping instructions for a number of others. I have an idea that this work has not been going ahead and that all the cement which Gage has ordered against this contract is not intended for use in that work. I may be wrong, but I am suspicious. Will you please go to Lawrence and investigate this matter carefully?

The transportation conditions are much better, and we are able to get practically all the cars we want. On this basis we will be able to give our customers some sort of service, and as I wrote before you may accept orders with the understanding that shipment will be made within a week or ten days, if possible. Don't place yourself in the position though of soliciting business, because we are not yet far enough caught up to do that, but it does seem likely that if we have current orders on hand, most of these will be shipped.
[fol. 2530] Edison and Bath are both charging \$4.50 at the mill. Will you please make a careful canvas of the situation, advising me how the customers take this, and also advising whether they are selling much cement on that basis.

I am enclosing an expense check for \$75.00, which you will now need.

Best regards for yourself.

Yours very truly, Charles H. Cox.

[fols. 2530½-2531½] DEF'TS' Ex. No. D-488

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, 4/3/20. Salesman: C. H. Kent. Office: Richmond.

1. What information regarding competitors or quotations did you get during the week?

Saw Atlas quotation at Messman Bros., Hunting, on basis \$1.75 LV.

2. What special inducement of any nature are competitors offering in your territory?

None.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None met.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

None.

[fol. 2532]

DEF'TS' Ex. No. D-489

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, Mch. 6th, 1920. Salesman: Browning. Office: Buffalo.

1. What information regarding competitors or quotations did you get during the week?

I learned sufficient today, to convince me that we had lost one nice order. I received wire from Allentown to quote \$2.84 on the Niagara Falls order, and I telephoned this to Miss Bayer, and was advised that they were placing this with Atlas at \$2.78 per barrel, 8,000 barrels.

2. What special inducement of any nature are competitors offering in your territory?

The above.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

[fols. 2532½ & 2533] 4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None of them.

5. Give the complete history of any complaints that you may have on competitors' brands of cement.

No complaints.

[fol. 2533½]

DEF'TS' EX. No. D-490

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, July 5, 1919. Salesman: C. S. Wheat.
Office: Richmond.

1. What information regarding competitors or quotations did you get during the week?

Giant quoting 3.01 Elm City M as against our price of 3.03.

2. What special inducement of any nature are competitors offering in your territory?

None.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Peters of Giant, Taylor of Clinchfield, Baily of Atlas—No information of interest.

[fol. 2534] 5. Give the complete History of any complaints that you may have on competitors' brands of cement.

None.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

No complaints this week.

7. What suggestions have you for improving our methods of handling business in your territory?

None.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

No.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Good.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Remarks: ———.

Yours very truly, C. S. Wheat, Salesman.

[fol. 2534½]

DEF'TS' Ex. No. D-491

August 27, 1920.

Mr. H. C. Merritt, Tuckahoe, N. Y.

DEAR SIR: We are in receipt of your letter of August 26, and note that Wilkins & Adams Co. advised you that they are receiving 10c per bbl. discount from some company. This is very true, but the price which they are paying for cement is 25c per bbl. higher than our price, in other words, the other company are quoting on a basis of \$2.50 mill base allowing 10c per bbl. discount, whereas we did not raise our price, and are still quoting on the \$2.25 mill base. Also note what you say in regarding shipments, due, and will endeavor to get you something out *therehem* next week.

Yours very truly, Pennsylvania Cement Company. ———, Treasurer. EPA/RJ.

[fol. 2535]

DEF'TS' Ex. No. D-492

Security Cement and Lime Co.

Hagerstown, Md.

June 3rd, 1920.

You Can Help

With every desire to serve our dealers, it is but fair to give you absolute facts and to suggest how you can help us to help you.

Our supply of coal is uncertain—its costs has been increasing daily. Just when this condition will be corrected, we don't know.

Labor is costly. You know that it is most inefficient.

It is practically impossible to buy new bags at any price. And, most of you know the difficulty to secure box cars.

This combination of unsettled conditions makes it practically impossible to definitely state when shipments can be made and our costs at the time shipment is made. Therefore, in fairness to you we

can accept orders only from our regular dealers for one carload only of Security at a time, at the price prevailing at time of shipment, [fol. 2535½] which shipment will be made at the earliest possible date, consistent with fair play to all Security dealers.

Please do not order a barrel more of Security than you actually need for your regular trade—Be sure to return every empty bag just as soon as it is empty and please try to tell us as far ahead as possible your minimum requirements.

With this cooperation from you, we will do our best to serve you during this trying period.

Security Cement & Lime Co.

[fol. 2536]

DEF'ts' Ex. No. D-493

Carolina Building Supply Company

Wilson, N. C.

Personal.

September 10, 1920.

Mr. S. N. Peters, General Sales Manager Giant Portland Cement Co., Philadelphia, Pa.

DEAR SIR: When your Mr. Barnes was in to see us a few days ago, at the time of letting of contract for paving for the city of Wilson, the writer called his attention to the fact that Lehigh Portland Cement Co., and other cement manufacturers, were allowing their dealers .10c per barrel off for cash within ten days from date of [fol. 2536½] invoice instead of the old .5c per barrel discount, and asked him why it was that the Giant Co., was not doing the same thing and he suggested that we write and call this matter to your attention. Hence this letter to you on this subject. It does seem to us that when other companies are allowing this discount (.10c per barrel) that the Giant Company would do likewise.

We would like for you to take this matter under consideration, and advise if you will not in the future allow us a discount of .10c per barrel off for cash within ten days from date of invoice. If you people knew how tight money matters are down this way now you would not hesitate to grant this request, and further, if tobacco and cotton continues to go down, we want need much cement a little later on. The situation in Eastern North Carolina is anything but bright. Doubtless you are aware of the fact that the farmers are being offered less for their crops than it actually cost- them to market it.

With kind personal regards from the writer, we are,

Yours very truly, Carolina Building Supply Co., per F. B. Ward, Manager.

[fol. 2537]

DEF'TS' Ex. No. D-494

Copy to Mr. A. J. Barnes.

Sept. 13th, 1920.

Carolina Building Supply Co., Wilson, North Carolina.

GENTLEMEN: I have Mr. Ward's letter September 10th in reference to cash discount of ten cents per barrel. It is true that some of the companies are allowing discount of 10c per bbl., but in view of the fact we are selling so little cement at the high price and all of our sales are at a loss due to the abnormal condition we have not seen our way clear to increase the cash discount from 5c to 10c per barrel. Of course later on we hope that conditions will be normal and we will then change the discount provided the other companies continue allowing 10c, as we would not expect our customers to pay us more for cement than they could get same elsewhere under normal conditions.

We have not had much objection in regards to the discount, but the few letters we have received we explained conditions as above and our customers seemed to take the stand that our position is reasonable, and are perfectly willing to continue on the old basis for the present.

I am very sorry to note the last paragraph of your letter as I am afraid conditions you mention will have a bad effect on business in [fol. 2537 1/2] the future, but so far as this year is concerned we do not have to worry as unfortunately we have more cement under contract than we can possibly ship, and if the coal situation does not ease up next year the less cement we ship the better.

With kindest personal regards, I remain,

Yours very truly, — — —, General Sales Manager.
SNP/F.

[fol. 2538]

DEF'TS' Ex. No. D-495

York Paint & Hardware Co.

York, Pa., April 10, 1920.

Dexter Portland Cement Co., Nazareth, Pa.

GENTLEMEN: We received an increase in the price of cement. Is this correct? We have received several increases of several manufacturers and they vary. Kindly let us have your price and letter of explanation, so that we know exactly what to quote.

Yours truly, York Paint & Hdwe. Co. Inc., by C. S. Stitzel.

1500

[fol. 2538½]

DEF'TS' EX. No. D-496

Nazareth Cement Company

Inter-Departmental Correspondence, Nazareth Sales Office

Date: December 3, 1920.

Subject: —.

John W. Ramsay, Sales Mgr., Boston Office:

Have your letter of the 2d in reference to the new prices and note you have sent out new quotations equalizing the Hudson River freight rates. Yesterday we sent you a letter giving the different bases and wish to call your attention to the Universal base, which is \$2.05 and 25c below our Lehigh Valley base. Don't forget to figure this when you are quoting prices for it is just possible that in some cases the Universal price will be lower than even the Hudson River. Use the lowest price, whether Universal or Hudson River, for we will have to do this in order to compete with other companies and get the business. Merely thought we would call your attention to this for heretofore the Universal did not figure in *in* your territory but now that the difference in base prices is so great it is just possible that in some cases the Universal price might be lower.

Yours truly, — —.

[fol. 2539]

DEF'TS' EX. No. D-497

November 18, 1920.

DEAR MR. FEEKS: I have your report of the 16th on your call to W. N. Potter & Sons of Greenfield, Mass.

You report a statement made by Mr. Potter that we can look for a good share of his business on an equal basis. Was there any explanation made to you of what this equal basis meant? You, not being familiar with the Potter Company business, would naturally take the statement as given to you, but in previous years, we fully believe that this Company has had an inside price from one or more of our competitors. Taking this fact into consideration, the statement of an equal basis does not look a bit good to me and possibly Mr. Potter made the statement, bearing in mind the prices he had had from other Companies.

If he made any explanation of this statement, would appreciate your sending it to me.

Yours very truly, — —, Sales Department. WMF/C.

[fol. 2540]

DEF'TS' EX. NO. D-499

Alpha Portland Cement Co.

Weekly Letter

Philadelphia, Pa., June 19, 1920.

MR. DYER: A number of our dealers called at the office this week and pleaded with us to take their orders for cement as they are entirely out, while others called for information as to when shipment will be made of the orders that they have in.

Received several inquiries for cement this week, and several dealers whom we have not sold for some time called and wanted to place orders with us, and from the conversation we had with them, they have had orders in with *are* competitors for over a month and longer, and they have no idea when shipment will be made of same.

The Philadelphia dealers are up against it for cement. The Newton Supply Company, sent two trucks to the Works yesterday for cement, leaving Philadelphia four o'clock in the morning, and if you can do anything to ship a few cars in here to the dealers, it will certainly be appreciated.

We hope that you will be able to clean up some of our old orders during the next week.

Yours truly, Geo. P. James.

[fol. 2540½]

DEF'TS' EX. NO. D-500

Pennsylvania Cement Co.

Inter-Office Letter from Philadelphia Office

To Mr. E. P. Alker.

Subject: U. S. Engr.

Address: 813 Commercial Trust Bldg.

Date: January 27th, 1921.

Reference: Quotations issued.

Below are the prices quoted the U. S. Engineer, War Department, on 675 barrels cement for Delaware City, Del., bids for which were opened yesterday at 12 o'clock noon.

Alpha Cement Co., \$3.89 dealer's price.

Giant Cement Co., \$3.72 new dealer's price less 2¢ per bbl. war tax.

Lehigh Cement Co., \$3.74 New dealer's base.

Defrain Sand Co., \$4.12 Dealer's base plus 20¢ differential, & 3¢ bin test.

W. C. Clark & Son, \$4.19 Dealer's base plus 30¢ differential.

Penna. Cement Co., \$3.99 Dealer's base plus 10¢ differential.

[fol. 2541] David France Co., \$4.09 Dealer's base plus 20¢ differential.

Dexter Cement Co., \$3.89 Dealer's Base.

Atlas Cement Co., \$3.89 Dealer's Base.

Chas. Warner Co., \$3.99 Dealer's base plus 10¢ differential.

The Giant Cement Company's bid was based on the fact that the Government does not pay any war tax, and they consequently deducted 2¢ per barrel.

Yours very truly, H. A. Moore, District Sales Manager.

[fol. 2541½]

DEF'ts' Ex. No. D-501

Security Cement & Lime Co.

Inter-Departmental Correspondence

Subject: —.

2/3/21.

To Mr. H. S. Rayner.

DEAR HARRY: Thank you for the Atlas price at Westminster.

As written you last night—effective at once all our quotations are to be based on \$1.80 bulk, Universal plus Universal freight rate—10¢ per bbl. discount for payment in 10 days—25¢ cloth bags and 25¢ over the bulk price for paper bags.

This means that our delivered cloth price and the delivered Universal cloth price are identical but we allow 10¢ discount for payment in 10 days while the Universal allow only 5¢ discount for payment in 10 days.

H. B. Warner.

[fol. 2542]

DEF'ts' Ex. No. D-502

Security Cement & Lime Co.

Inter-Departmental Correspondence

Subject: —.

2nd February, 1921.

To Mr. H. B. Warner, Sales Manager:

Replying to your request over telephone today, the best information I can get at this time is that Atlas are quoting \$3.48 in Baltimore less 10¢. I have been unable to get in touch with Meredith-Healey Lumber Company, Annapolis, Md. Will visit them personally tomorrow morning and try to get a look at quotations they have both from Lehigh Valley and Universal.

I am enclosing a quotation sent to Smith & Reifsnider, Westminster, Md., by the Atlas Portland Cement Co. I note they are making a price at that place of \$3.48, less 10¢.

We are holding the quotations of the 1st which were received this morning.

Rayner.

[fol. 2542½]

DEF'TS' Ex. No. D-503

The Lawrence Cement Company

Feb. 1, 1921.

To the Salesmen:

You will be interested in knowing that notwithstanding adverse conditions, we have been able to ship approximately 38,000 barrels of Dragon cement this month, January. This is an average of about 1,500 barrels for each working day of the month. We are very anxious for the month of February to ship at least 2,000 barrels daily, and would be very pleased to see the total shipments for the month of February exceeding 50,000 barrels. We are counting on you to use every effort to supply us with daily orders to meet this quota that we are aiming at.

Yours very truly, F. H., Sales Mgr. rap-mh.

Mr. Grover, Mr. Potter, Mr. Vollmer, Mr. Wyckoff, Mr. Maloney, Mr. Sminck, Mr. Larimer, Mr. Miller, Mr. Sperry, Mr. Danner, Mr. Airey.

[fol. 2543]

DEF'TS' Ex. No. D-504

Feb. 16, 1921.

To the Salesmen:

Our shipments for the first half of February total 21,235 barrels. This is slightly under our goal of 50,000 barrels for the month. We have no doubt, however, that with splendid weather conditions and low stocks in the hands of dealers, we will be able to make up the difference in the second half of the month.

Yours very truly, ———, Sales Mgr. rap-mh.

Sminck, Potter, Wyckoff, Grover, Philadelphia office, Siegfried office, Airey, Maloney.

[fol. 2543½]

DEFT'S' Ex. No. D-505

March 1, 1921.

To the Salesmen:

We are very gratified that the efforts of our salesmen have enabled us to make shipments during the month of February of 49,000 barrels. This is the largest February we have had since 1916, and we express our appreciation for the effort that has given us such a good volume of shipments to report to Mr. Smith upon his return.

Yours very truly, R. A. P. rap-mh.

Mr. W. L. Sperry, Mr. W. P. Airey, Mr. Danner, Mr. Vollmer,
Mr. Grover, Mr. Maloney, Mr. Potter, Mr. Wyckoff, Mr. J. F. Miller,
Mr. C. S. Sminek.

[fol. 2544]

DEF'TS' EX. No. D-506

Pennsylvania Cement Co.

Inter-Office Letter

From: H. A. Meech.

To: A. J. Stanford.

Address: Buffalo, N. Y.

Date: 2/15/21.

Saw Universal's new price for this district, \$3.41—10¢ discount.

This would indicate that they are not going to make further cut,
and will put all manufacturers on the same basis.

Have you heard of this?

Sincerely yours, H. A. Meech.

[fol. 2544½]

DEF'TS' EX. No. D-507

Feb. 16, 1921.

Mr. A. J. Standford, Mr. H. A. Meech:

Your memo. of the 15th advising that Universal has sent out prices
based on \$1.80 Universal, 10¢ a barrel discount.

Of course we cannot prophesize just which way the market is going
to go but wish you would keep us advised of various developments
on the price situation in Buffalo and the territory you cover.

Yours truly, S., Assistant Sales Manager. AJS:MC.

[fol. 2545]

DEF'TS' EX. No. D-508

February 10, 1921.

DEAR MR. FEEKS: We have yours of the 9th enclosing salesman's
order for 10,000 barrels to be shipped to Smith Brothers Construc-
tion Company at Dexter, New York, for New York State Highway
#8015.

As soon as we have certain information from the Smith people
as to the dealer at Lyons Falls, we will make up the contract for
their signature.

We also have your advice as to the prices being quoted at Carthage
by a competing company. As advised you over the telephone yester-
day, we will meet this competition.

Very truly yours, ———, Sales Department. WMF:HD.

Mr. J. A. Feeks, Woodruff Hotel, Watertown, New York.

[fols. 2545½ & 2546] DEF'TS' EX. No. D-509

Nazareth Cement Company

Inter-Departmental Correspondence, Nazareth Sales Office

Date: March 8, 1921.

Subject: —.

To John W. Ramsay, Sales Mgr., Boston Office:

In reference to the Waterbury, Conn. price of \$3.76 and our price of \$3.77, Mr. Horner does not want you to quote the \$3.76 price but thinks we had better adhere to the \$3.77 price as per book. However, if you find and have evidence to prove that one of the larger companies is quoting \$3.76 you can meet that price rather than lose the business.

Yours truly, — —.

[fol. 2547] DEF'TS' EX. No. D-510

Form No. 33

March 28, 1921.

Bert W. Kessel, Philadelphia Office; Messrs. Child, Crowley, Ives, Jochim and Morris:

Price

Effective today, the price of cloth bags has been reduced from 25¢ to 10¢ each, there being no change in the price of paper bags nor in the various mill bases.

Get in touch with every contractor who has a job, and, no doubt, you will be able to close up some business on this new basis.

Please acknowledge receipt of this change.

BWK-L.

[fol. 2547½] DEF'TS' EX. No. D-511

March 26, 1921.

Mr. Preston E. Bradlee, Boston, Mass.

DEAR BRADLEE: I have read over your report outlining conditions with the Mass. Lime & Cement Co. Just at this time we do not believe that it would be policy for us to meet this competition, even tho we would be able to ship them 5,000 barrels immediately. I will be glad to know if you can find out which of the cement companies propose to do this. Later we may wish to do something for the Mass. Lime & Cement Company, but just now it does not seem advisable. You need not intimate to Harry that we even contemplate doing anything for him at any time, because it is not at all certain that we will, but if some of our competitors continue to give

them an advantage in price, we may be forced to do something to meet it. For the present we will do nothing, and you may thank Harry and at the same time express your regrets.

Yours very truly, Charles H. Cox.

[fol. 2548]

DEF'TS' Ex. No. D-512

May 2, 1921.

DEAR MR. NAYLOR: Referring to yours of April 27th regarding contract placed with the Lehigh Company by the American Clay & Cement Corporation, for approximately 12,000 barrels on New York State Highway No. 8030, the delivery point for this work is Machias, New York, at this point the Universal rate governs and it would be necessary for us to take a freight absorption of seven cents per barrel, which would make the job net us \$1.73 with the discount in. As this net was so low advised Mr. Denniston that we would not care to ship this work.

Very truly yours, ———, Assistant to President. WMF:
HD.

[fol. 2548½]

DEF'TS' Ex. No. D-513

May 2, 1921.

To Salesmen:

I am sure that you will be pleased to know that our shipments for April were 150,050 barrels of Dragon cement. You will recall that we set a mark of 150M barrels, and it is certainly gratifying to the management to know that this mark was reached. It is important, particularly in the early months of the year, that we get as heavy shipments as possible, and I will personally appreciate anything that you may do to secure another 150,000 barrels for May. Single car-load lots at market are desirable, as well as contract offers. The disturbing feature about the present situation is not in the movement at the moment, so much as it is the absence of contracts for future delivery, and the management would appreciate your further activities along those lines.

Again expressing appreciation for your efforts during April, I am,
Yours very truly, Smith, Sales Manager.

To Mr. Pruden, Mr. Miller, Mr. Demler, Mr. Wyckoff, Mr. Grover, Mr. Sminck, Mr. Potter, Mr. Vollmer, Mr. Larimer, Mr. Danner, Mr. Cumberland, Mr. Airey, Mr. Maloney.

[fol. 2549]

DEF'TS' EX. No. D-514

Glens Falls Portland Cement Co.

Boston, Mass., April 28, 1921.

George F. Bayle, Pres. Glens Falls Portland Cement Co., Glens Falls, N. Y.

DEAR SIR: For your information beg to advise a week or ten days ago the Turner Construction Co. asked for prices on 30,000 barrels of Cement for shipments to Andover, Massachusetts; work for the American Woolen Company.

I followed these people very closely as well as our Lawrence dealer, B. L. McDonald, but we were not successful in getting this contract and it appears that the Pennsylvania Portland Cement Company secured same.

Talking the situation over with the Turner Construction Company, they state that they had a considerable lower price from the Pennsylvania people and for that reason placed the order with them.

[fol. 2549½] It appears on several contracts of any size which have been awarded recently there has been some kind of a cut made by the manufacturer. Then there seems to be a persistent rumor in the market that the present Cement base price would soon be lower.

We have at this time in Boston and vicinity two large jobs coming along; one calling for 15,000 barrels, the other calling for 25,000 barrels.

I am quoting them at the present market price but if certain manufacturers continue to cut prices no doubt the above work will go for less money.

I am perfectly willing and prefer to sell Cement on the market but would like your opinion as to any idea what the future market price may be.

Very truly yours, C. E. Tileston.

[fol. 2550]

DEF'TS' EX. No. D-515

Apr. 29, 1921.

Mr. C. E. Tileston, 18 Tremont St., Boston, Mass.

DEAR SIR: I have your favor of the 28th inst. regarding the 30,000 bbls. purchased by the Turner Construction Co. for the American Woolen Company's job.

I am satisfied from what you wrote us some time ago, and from information obtained in New York City, that some of the Companies have been selling cement on what they call a "replacement value." In other words, at prices which were made on contracts taken early last year. I presume on the theory that as they were unable to complete these contracts during 1920 they want to be "good fellows" and make good now.

We have always had some Companies in the business who are looking for excuses to make lower prices, and I expect that we always will have some of that tribe to contend with.

We feel that if we are to make any lower prices we should make them to everyone, and treat all alike, and this will be our policy.

Regarding the rumors of lower prices to be made in the near future, [fol. 2550½] we have heard these from several quarters, and have investigated them, but cannot find any reason for believing that this will happen. From what I can learn, I do not now expect that any further reduction will be made. However, with the clause in our contract it seems that the dealer or contractor is fully protected in the event of a further decline.

It is getting rather late, and we are anxious to close some good contracts, and if there is anything in sight that you can get, I hope you will do your utmost to secure it.

Yours truly, ———, President. GFB:MLC.

[fol. 2551]

DEF'TS' Ex. No. D-516

June 9, 1921.

Mr. J. W. Stinson, Manager Knickerbocker Portland Cement Company, Inc., Boston, Mass.

DEAR MR. STINSON: The shipments into your territory for the first five months of this year show a decrease of 42,924 barrels as compared with the same period in 1920.

While I realize that conditions have been unusual in the Boston district this year, a Herculean effort must be made by yourself and the salesmen to improve the shipments for the balance of this year. I sincerely hope that an improvement can be shown at an early date.

Very truly yours, A. D. Naylor, President.

Copy to Mr. Floring.

[fol. 2551½]

DEF'TS' Ex. No. D517A

Allentown Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Allentown Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

In 1910 this company's trade quotations were for acceptance in a time limited on the quotation from "Promptly" to 40 days. The time

for acceptance was gradually lessened; and in 1915 was from five to fifteen days. Since the beginning of 1916 the quotations have been for immediate acceptance.

[fol. 2552]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

1910 to 1915 inclusive the time of shipment limited in trade quotations varied, usually being thirty days. Since the beginning of 1916 quotations have been for shipment within fifteen days from the date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

Prior to 1916 this company's trade quotations have no expressed limit on quantity. Since 1916 its quotations have been limited to one carload unless otherwise agreed.

No. 4

Practice as to Cash Discount

This company allowed a cash discount of 1c. per bbl., for payment within ten days from the date of the invoice, from the start of the plant in 1910 until the latter part of January, 1914. From January, 1914, to January, 1916, it allowed a cash discount of two cents a barrel. From January, 1916, to July 13th, 1920, it allowed a cash discount of five cents a barrel. Since the latter date it has allowed a cash discount of ten cents a barrel.

[fol. 2552½] This company has adhered quite rigidly to the time limitation and has seldom allowed a discount where payment was not made within ten days. There has been no change in its practice in this regard since 1910.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company's practice has always been to quote at a price for cement including the package. The only requests to quote cement separate from the package have been from the United States Government.

No. 6

Practice as to Dating of Invoices

This company has always dated its invoices on the day of shipment.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's early contracts of sale and quotations were at a price f. o. b. destination, without specific reference to damage in transit. From 1914 until some time in 1916 its contracts expressly [fol. 2553] recognized liability of the company for loss or damage in transit. Since the latter part of 1916 the company's contracts and quotations have expressly disclaimed liability for loss in transit.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

From the spring of 1916 until the spring of 1921 this company's quotations contained a clause that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the purchaser. Such a clause did not appear in the company's earlier quotations, nor in those issued since early in 1921.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened.

This company has never limited its specific job quotations with reference to the time that bids are to be received and has always made specific job quotations on request.

[fol. 2553½]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

From 1913 to 1916 inclusive this company's quotations on specific jobs were in special letters on each job, and the time for acceptance was usually limited to fifteen days from the date of the quotation. Since 1916 the company has used a printed form of quotation on specific jobs that time of acceptance is limited to five days from the date of the award of the contract, and in any event to a period sometimes fifteen days and sometimes thirty days from the date of the quotation. From 1916 to 1920 most of the quotations were for acceptance within thirty days. Since 1920 they have been for acceptance within fifteen days.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific
Job Quotation has been Accepted

Prior to 1916 this company required the execution of a formal contract after a specific job quotation had been accepted. Since 1916 the company has not required the execution of a separate formal contract, and the acceptance of the quotation, which is made in duplicate, is the only contract which has been required since 1916.

[fol. 2554]

No. 12

Practice as to Requiring a Written Contract Between Dealer and
Consumer Before Entering into a Specific Job Contract with the
Dealer

Since 1916 this company's specific job quotation sheets require that a written contract be entered into between the dealer and the consumer, and the filing of such contract with the company. The company has no record of ever having enforced this clause.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer,
Before He Had Sold the Cement to the Consumer

This company has no knowledge of ever having entered into a contract with a dealer for a specific work contract in which the dealer had not sold the cement to his customer.

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before
the Construction Work was Ready to Proceed

This company has never declined to make a specific job contract because the plans for the construction work had not been drawn or [fol. 2554½] because the time of completion of the construction work had not been estimated or because the bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job
Contract

This company has never made specific job contracts for less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

Prior to 1916 this company's specific job contracts were sometimes for a fixed quantity without allowable variation and sometimes for a fixed quantity with a variation of ten or fifteen per cent., more or less. From 1916 until the early part of 1921 the specific job contracts have been limited to the actual quantity needed, but not to exceed 110 per cent. of the amount stated in the contract. Since 1921 they have been for a named quantity, with no allowable variation.

No. 17

[fol. 2555] Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment Per Month

Since 1916 this company's specific job quotations have contained a blank space for a provision limiting the maximum amount of shipments that may be called for in any one month; it has not, however, been customary to fill in this clause except in the case of large contracts.

No. 18

Practice as to Requiring a Signed Monthly Report From the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company's contracts have never required a signed monthly report from the dealer showing his deliveries on the specific job.

No. 19

Practice as to Making Blanket Contracts

This company made blanket contracts until January 1st, 1919. It has made none since that time.

No 20

[fol. 2555½] Practice as to Selling Railroads

Prior to 1919 this company sold railroads requirement contracts for a year at the consumers' price. Since 1919 it has sold the railroads at the dealers' price either for current requirements, fifteen day shipment, or on its regular specific job contract.

No. 21

Practice as to Selling Industrials

This company has always charged industrials the consumers' price. Prior to 1919 it sold them requirement contracts for a year. Since

1919 it has sold them only on current orders, fifteen day shipment, or its regular specific job contracts.

No. 22

Practice as to Selling Manufacturers of Concrete Products

Prior to January 1st, 1919, this company sold to concrete products manufacturers blanket requirement contracts for delivery during the current year at a fixed price. Since January 1st, 1919, its sales for future delivery to concrete products manufacturers have been limited to its usual specific work contracts for a specific amount for a specific job. It has always charged the consumers' price to concrete products manufacturers.

[fol. 2556]

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

Since this company commenced business it has used a form of order blank with a place for the buyer's signature as well as the salesman's signature. Sometimes the signature of the buyer has been waived. The form was changed in 1916, setting out the terms and conditions of sale more fully than they had been set out in the original form as first gotten out by the company.

No. 24

Practice as to a Separate Charge for Bin Tests

In 1914 this company made a special charge for bin tested cement of six cents a barrel. From 1915 to 1921 it charged three cents a barrel. Since June, 1921, it has made no charge for this service.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the charge for commercial laboratory tests.

[fol. 2556½]

No. 26

Practice as to Repurchase of Cloth Sacks

This company has always strictly limited its repurchase of sacks to those which were in serviceable condition.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company's regular practice has been to quote and sell at the dealers' price to dealers at their own home towns. There are only a very few exceptions to this rule.

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not
Comply With Following Definition

"A dealer is a merchant, firm or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."
[fol. 2557] This company has never restricted its sales at the dealer's price to persons complying with this definition.

No. 29

Practice as to a Dealer's Differential In Price

On December 12th, 1916, this company fixed a dealer's differential of ten cents a barrel, which it has allowed since that time. Prior to that time, so far as its records indicate, it had allowed a discount of five cents a barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has occasionally paid a commission to a dealer on cement sold direct to a consumer, but the instances where this has been done are very rare, only four records being found from 1910 to 1921.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has occasionally granted a rebate on cement shipped [fol. 2557½] just before a reduction in price. It has found no record of any special concession in price to induce a sale.

No. 32

Practice as to Mixing Waterproofing Compounds With Cement at
the Mills

This company in 1915 and 1916 experimented in a small way with waterproofing compounds, but discontinued it in 1916 without putting any appreciable amount on the market, having found that it was not commercially satisfactory because it was necessary to guarantee the work over which the company had no control.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

This company's contracts did not contain a clause guaranteeing [fol. 2558] its price against a decline until the middle of 1920; since that date its contracts for future delivery have contained such a clause.

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never made any effort to influence the price at which dealers should sell its cement.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company was a member of the National Dealers' Supply Association of Chicago in 1916 and 1917, and of the New York State Dealers' Supply Association in 1917. It has not been a member of any dealers' organization since the latter date.

Examined and found correct F. Weibel.

Alpha Portland Cement Company
Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Alpha Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

This company's trade quotations are now for immediate acceptances, and that practice has been observed since February 9th, 1913. Prior to that date occasional quotations were for immediate acceptance, but there was no settled practice.

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Prior to November 1st, 1912, this company had no uniform practice as to the time within which shipments must be made, the individual quotations showing considerable variation in that regard. From November 1st, 1912, to February 24th, 1915, the quotations were for shipment within thirty days of the date of the quotation. From February 24th, 1915, to February 9th, 1916, shipments were to be made within ten days from the date of the order. Since February 9th, 1916, shipments were to be made within fifteen days of the date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

Prior to February 18th, 1915, this company's trade quotations were limited in quantity to an amount specified, depending upon the needs of the customer and the business in hand. At times this quotation was limited to one car. From February 18th, 1915, to February 24th, 1915, the company quoted limiting the quantity to two carloads. From February 24th, 1915, to February 9th, 1916, the quotation was for "a quantity to be ordered" by the customer; and that description of the quantity continued until December 31st, 1920; since the latter date it has been for a quantity to be mutually agreed upon.

[fol. 2559½] In the latter part of May, 1920, this company discontinued for a time sending out general quotations, but in a few cases over a period of about three months quoted in special cases only with a limitation of one carload.

No. 4

Practice as to Cash Discounts

The company allowed a cash discount of two per cent. for cash payment in ten days from June 5, 1895, to July or August, 1905. From July or August 1905, to January, 1909, one per cent was allowed. From January 1909, to January 1914, it allowed a cash discount of one cent per barrel. From January 1914, to November 1915, it allowed a discount of two cents per barrel. From November 1915, to July 1920, five cents per barrel, and from July, 1920, to the present time ten cents per barrel. The company has generally strictly enforced the ten day period for taking discount.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has followed the practice of selling cement at a price including packages since as early as 1901. Since January 1, 1903, the only exceptions have been the departments of the United States Government in certain instances and sales in bulk.

[fol. 2560]

No. 6

Practice as to Dating Invoices

This company has no record of having dated an invoice other than on the day shipment was made except in the case of shipments made on holidays, when the invoices are made out on the succeeding day.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's quotations and contracts have made it a term of sale that the company should not be responsible for loss or damage en route at various periods since at least as early as 1902.

From 1902 until 1909 quotations for specific work invariably disclaimed responsibility. Quotations for specific work invariably contained this disclaimer, but no reference to it was made in the contracts during this period.

Between 1909 and 1916 except in very few cases no mention of this regulation was made in either quotation or contract. Since 1916 the disclaimer appears in both quotations and contracts.

As a matter of policy the company frequently assumed responsibility for such damage in spite of its disclaimer in contracts of sale.

Practice as to Orders Entered for Shipment on a Certain Date

This company has never made it a term of sale that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the purchaser.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company does not limit its specific job quotations to ten days before the date the bids are to be received. Its specific job quotations are limited to acceptance in not more than fifteen days and within that limit its practice in quoting on specific job work depends upon the amount of business that it has booked.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company limits the time for acceptance of its specific job quotations to either five or fifteen days, and has done so since the middle of 1916. Prior to that time its specific job quotations were [fol. 2561] limited for acceptance in varying periods ranging from immediate acceptance to 60 days.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company has uniformly required the execution of a formal specific job contract following the quotation therefor since at least as early as 1906.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

This company's quotations and contracts have never required that a written contract be required between the dealer and the consumer before it enters into a specific job contract with the dealer. Upon the request of its dealers it furnishes them occasionally a form of contract for the dealer to use with his consumer. Such forms are seldom asked for by dealers.

[fol. 2561½]

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer
Before He Had Sold the Cement to the Consumer

This company has not knowingly sold to dealers on specific job contracts before the dealer had sold the cement to his customer, but such sales have from time to time been made without the company's knowledge.

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before
the Construction Work was Ready to Proceed

This company has never refused to enter into specific job contracts on the ground that plans for the construction work had not been drawn or that the time of completion of the construction work had not been estimated or that bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job
Contract

This company has never made a specific job contract for less than one carload.

[fol. 2562]

No. 16

Practice as to Permissible Variations in Quantity on Specific Job
Contracts

This company's specific job contracts are for a fixed amount except that a very small proportion of them provided for a varying quantity between two stated amounts. Prior to the fall of 1916 the amount called for under the contract was more or less by a certain percentage which varied between 10 and 25 per cent. In every year from 1905 to 1916 a number of contracts appear for a fixed quantity.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment per Month

This company's specific job contracts do not specify a stated maximum amount of shipment per month. Occasionally in the early history of this company, that is from about 1898 to 1906, there were times when monthly limitations of shipment were put on specific job contracts, but no such limitations have been used since that date.

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract Showing His Deliveries on the Specific Job

This company has never required a signed monthly report from the dealer showing his deliveries on the specific job.

No. 19

Practice as to Making Blanket Contracts

Prior to 1905 this company customarily made yearly contracts with its customers for their estimated requirements for the year. Beginning with 1906 the company began making an effort which has continued until the present time to reduce their blanket contracts and to substitute therefor specific job contracts. Since about 1909 the company has had very few blanket contracts except with the United States Government, States, steam railroads and industrials.

No. 20

Practice as to Selling Railroads

This company's sales to railroads prior to January, 1915, were made for future delivery at the consumers' price, there being no [fol. 2563] difference between dealers' and consumers' price up to that time. Since 1915 and until 1920 this company sold to railroads for future delivery at the consumers' price. Since 1920 the railroads are sold for future delivery at the dealers' price. This company has always sold railroads requirement contract.

No. 21

Practice as to Selling Industrials

Until August, 1918, this company made contracts with industrial plants for their annual requirements at a fixed price. Since that time they are sold the same way as other consumers, either at a consumers' price for immediate acceptance, fifteen day shipment or a definite specific job contract.

This company has always sold to electric lines in the same way as to other consumers.

No. 22

Practice as to Selling Manufacturers of Concrete Products

Until 1917 this company sold to concrete products manufacturers for future delivery at the consumers' price. No sales were made for future delivery to concrete products manufacturers in 1918 and

1919. In 1920 such sales were made at the consumers' price for future delivery, but only on specific jobs.

[fol. 2563½]

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used an order form to be signed by its customers since at least as early as 1910. It now uses the same form which the company used prior to 1914.

No. 24

Practice as to a Separate Charge for Bin Tests

This company used a separate charge for bin tests of five or six cents as early as August 30, 1912, and continued to use a charge for this service until February, 1915, when it was abandoned. The company began making a bin test charge of three cents on June 1st, 1915, which was continued until the spring of 1921 when it was finally abandoned.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of a commercial laboratory test.

[fol. 2564]

No. 26

Practice as to Repurchase of Cloth Sacks

Since the beginning of the company until 1918 this company has had a term of sale in its contracts that it would not repurchase sacks except such as were in serviceable condition and could be used again, but during all that time it credited a considerable number of worthless sacks in every year.

Since 1918 the company has retained title to the sacks when shipped to the customer but its contracts have contained a term that it would only return the deposit to the customer when the sacks were returned in a serviceable condition. During this period however considerable quantities of worthless sacks have been credited in every year.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has in every year quoted and sold to dealers at dealers' price for shipment to towns other than their home towns.

Practice as to Selling at the Dealers' Price to Persons Who Do Not
Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never observed this definition in quoting the dealers' price and a large percentage of the customers of the company who receive the dealers' price have never complied with the definition.

No. 29

Practice as to a Dealer's Differential in Price

This company allowed a dealer's differential of five cents a barrel from February 24, 1915, until December 7, 1916, and since that time it has allowed a dealer's differential of ten cents a barrel.

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has in every year paid commissions to dealers on cement sold direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has no record of having made special concessions to buyers since 1915, with the exception of a few cases in 1921.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at *at*
the mills

This company has never mixed waterproofing compounds with cement at the mills.

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

Prior to 1919 this company had in isolated cases guaranteed sales for future delivery against a decline, but its usual practice was not to make such a guarantee.

Beginning with 1919 all of its sales for future delivery are guaranteed against a decline on such portion of the sale as is shipped during the period in which the market price is lower than the contract price.

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

The only efforts made by this company to influence the price at which dealers would resell cement purchased from it are two circular letters to dealers dated February 24, 1915, and December 7th, [fol. 2566] 1916, respectively. In these circular letters the company expressed the hope that dealers would take advantage of the differential allowed them so as to carry on their business at a profit. There is no reference made to any specific price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they were bidding.

No. 37

Practice as to Membership in Dealers' Organizations

From at least as early as 1909 and until the beginning of 1918 this company was an honorary or associate member of various dealers' organizations. From the beginning of 1918 to the present time, this company has not been a member of any dealers' organization.

Examined and found correct.

E. P. Williams.

Atlas Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Atlas Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

Until some time in 1916 this company's trade quotations were limited to acceptance within a period which varied at different times between five and thirty days.

Beginning in 1916 its trade quotations are for immediate orders. The company's construction of the term "Immediate orders" has always been "Acceptance within a period of from three to five days."

[fol. 2567]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Until August, 1912, this company's trade quotations were for shipment within periods varying from about forty-five to seventy-five days.

From August, 1912, to March, 1916, they were for shipment within thirty days.

From March, 1916, to the present time this company's trade quotations have been limited to shipment within fifteen days from date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

This company's trade quotations have always been limited to one carload.

Prior to 1912 this limitation was expressed in terms of barrels, as for instance—150 barrels.

Since 1912 the company's quotations have expressly declared that orders tendered in excess of a carload would be subject to acceptance by the company.

No. 4

Practice as to Cash Discount

This company has allowed cash discounts as follows:

[fol. 2567½] For some time prior to 1909, 1 per cent for payment in ten days.

From January 21, 1909, to January 21, 1914, 1 cent a barrel for payment in ten days.

From January 21, 1914, to November 15, 1915, 2 cents per barrel for payment in ten days.

From November 15, 1915, to July 17, 1920, 5 cents a barrel for payment in 10 days.

Since July 17, 1920, 10 cents a barrel for payment in ten days.

The company has in every year since at least 1914 allowed discount after the ten-day period.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company's general practice has been to quote cement at a price including packages as far back as 1906.

The only exceptions to this rule are shipments in bulk and some shipments to the United States Government.

No. 6

Practice as to Dating of Invoices

It has always been this company's practice since it commenced business, to date invoices the day shipments were made to the customers.

[fol. 2568]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

Prior to March, 1916, this company's quotations and contracts did not disclaim liability for loss or damage in transit. Beginning March, 1916, and up to the present time its trade quotations disclaimed liability. Beginning in 1917 and up to the present time its contracts have disclaimed liability for loss or damage in transit. This clause, in practice, is not usually enforced.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

The company's trade quotations since March, 1916, have contained a clause that orders entered for shipment on a specific date, will be shipped on that date, unless sooner ordered out by the purchaser. This clause was not in the quotations prior to that date. In practice, the company has, since 1911, insisted on shipment on date specified in contracts.

Practice as to Making Specific Job Quotations in Advance of the
Time Bids are to be Opened

Since May 9, 1916, this company did not limit its specific job quotations to any definite time in advance of the letting.

March 16, 1916, to May 9, 1916, quotations were issued for acceptance five days after date of award of contract with a maximum of thirty days.

Prior to March 16, 1916, and as far back as 1911 specific job quotations were limited as to acceptance date, but without reference to the date set for the award of the contract.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

From 1909 to 1915 this company's specific job quotations were issued for acceptance within periods varying from five to twenty-five days from the date thereof—one quotation having been issued on September 23, 1909, for acceptance prior to November 20, 1909.

Early in 1916, specific job quotations were issued for acceptance within five days after the date of the award of the contract, and with a maximum of thirty days, and this continued to May 9, 1916.

Since that date specific job quotations are made for acceptance for a period generally between ten and thirty days from the date thereof.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific
Job Quotation Had Been Accepted

This company's specific job quotations have always, since as early as 1903, contained a clause obligating a purchaser to execute the regular form of specific job sales contract after the acceptance of the quotation.

In practice this requirement has not always been enforced and the company has often delivered the cement on *on* the mere acceptance of the quotation.

No. 12

Practice as to Requiring a Written Contract Between Dealer and
Consumer before Entering into a Specific Job Contract with the
Dealer.

Since early in 1916, and until 1918, this company's specific job quotations have contained a clause requiring a written contract, at the company's option, between dealer and consumer, before entering into a specific job contract with the dealer. Prior to 1916 and subsequent to 1918 no such clause appears. This provision has never been enforced.

[fol. 2569½]

No. 13

**Practice as to Entering into a Specific Job Contract with the Dealer
Before He had Sold the Cement to the Consumer**

This company has always sought to limit sales on specific job contracts with the dealer in cases where the dealer had a contract for resale.

No. 14

**Practice as to Declining to Enter into Specific Job Contracts before
the Construction Work was Ready to Proceed**

This company has never declined to enter into a specific job contract solely because the plans for the construction work had not been drawn, because the time of the completion of the construction work had not been estimated or because the bids or proposals for the construction work had not been asked for.

No. 15

**Practice as to Minimum Quantity to be Sold under a Specific Job
Contract**

This company has never made a specific job contract for less than one carload.

[fol. 2570]

No. 16

**Practice as to Permissible Variations in Quantity on Specific Job
Contracts**

For some time prior to November 14, 1911, this company's specific job quotations and contracts contained a provision estimating the quantity called for within a fifteen per cent increase or decrease.

On November 14, 1911, this practice was abandoned. The practice was reinstated, however, on March 12, 1913, and continued until August 18, 1914, when it was again discontinued.

Early in 1916 the contracts contained a ten per cent variation clause which was discontinued, however, on May 9, 1916.

From that date to the present time this company's specific job quotations and contracts have made no mention of any percentage variation on the quantity named, but are made for a quantity which is estimated and not to be exceeded, or for requirements estimated.

No. 17

**Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment Per Month**

Ever since December 11, 1905, this company's specific job contracts have contained a clause specifying a stated maximum amount of shipment per month.

Practice as to Requiring a Signed Monthly Report from the Dealer
Holding a Specific Job Contract, Showing His Deliveries on the
Specific Job

This company's present specific job quotation forms contain a provision that the purchaser shall make a monthly report of the deliveries on the specific job, if requested and on forms furnished by the company. This clause does not appear in quotations prior to 1921.

This company's specific job contract forms contain, since 1917, a provision that the purchaser shall make a monthly report of the deliveries on the specific job covered by the contract, if requested by, and on forms furnished by, the company.

This company has no forms for such reports and has never requested such information except from New York City dealers, for a short period in 1918, without success.

No. 19

Practice as to Making Blanket Contracts

This company has always made some blanket contracts in every year.

No. 20

Practice as to Selling Railroads

This company has sold railroads for their requirements since at least 1912 up to the present time. These contracts have been made [fol. 2571] both at the company's dealers' price and consumers' price, no definite policy ever having been maintained.

On December 16, 1918, the company issued a memorandum stating that the present practice of the company was to issue quotations to railroads at the company's consumers' price.

On May 17, 1919, definite instructions were issued to districts which were, in effect, to sell railroads at the company's dealers' price for current business for shipment within fifteen days and for extended delivery for specific work only. This latter memorandum has not been strictly adhered to by the company.

No. 21

Practice as to Selling Industrials

This company has always sold industrials their yearly requirements, sometimes at the dealers' price and sometimes at the consumers' price, depending on whether the customer was a dealer or consumer in the opinion of the company.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has sold concrete products manufacturers sometimes at the dealers' price and sometimes at the consumers' price, depend-[fol. 2571½] ing on whether they are dealers or consumers in the company's opinion. If the order is for a specific job extended deliveries are permitted; otherwise the sales are made for shipment within 15 days.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used an order form to be signed by the customer for at least fourteen years. The form has varied from time to time but has never been that recommended by the Committee on Trade Practices. The form is usually signed by the customer.

No. 24

Practice as to a Separate Charge for Bin Tests

This company established an extra charge for bin tested cement of six cents a barrel in 1912. This was continued until the middle of 1915 when the charge was reduced to three cents per barrel. That charge was continued until early in 1921, since which time no special charge for bin test has been made.

[fol. 2572]

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of a commercial laboratory test unless in the case of a dispute with a customer as to the quality of cement furnished him, when a test has been made merely as a matter of settlement of the dispute.

No. 26

Practice as to Repurchase of Cloth Sacks

The company's contracts and quotations have always provided that it would not repurchase cloth sacks from its customers that were not in serviceable condition. As a matter of actual practice, however, the company has on numerous occasions since at least as early as 1914 given credit for worthless sacks.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than
Their Home Towns

It is this company's policy to quote dealers for shipment to their home towns only. There have been a few exceptions to this policy. This policy was adopted by the company as early as 1911.

[fol. 2572½]

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not
Comply With Following Definition

"A dealer is a merchant, firm or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never observed this definition in quoting the dealers' price, nor any other definition, and a great many of the customers of this company who receive and have received its dealers' price have not complied with the above definition or any other specific definition of a dealer.

No. 29

Practice as to a Dealer's Differential in Price

During 1909 and 1910 this company allowed a trade discount of five cents per barrel to dealers.

Beginning in 1910, whenever this company quoted contractors or consumers it quoted them at least five cents per barrel above its dealers' price for the same delivery. This practice continued until March, 1916, on which date this difference was made ten cents per barrel instead of five cents, in certain territory. On December 7, [fol. 2573] 1916, the ten cent differential was put into effect in all territories, and has so continued to the present time.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

The policy of this company since as early as 1908 has always been not to pay a commission to a dealer for sales made direct to the consumer, but it has sometimes paid such commission.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has no record of having made any price concessions to buyers before 1921. For the past twenty years it has consistently adhered to the policy of one price. In 1921 in some instances prices lower than the prices which the company was quoting generally were made to buyers.

[fol. 2573½]

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has never incorporated waterproofing compounds at its mills, with the exception of a few instances in 1916. The experience was so unsatisfactory that the company has never attempted to repeat it.

No. 33

Practice as to Giving Advance Notice of Price Change

This company has never given any advance notice of price changes, with one possible exception, in 1911.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

This company has never guaranteed sales against a decline in price in any manner whatever prior to 1919. Since 1919 specific job contracts have contained a clause guaranteeing that the price to be charged would not be higher than the current market price of Atlas cement at the time of delivery.

[fol. 2574]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never attempted to induce the dealer not to resell below its consumers' price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

Prior to January, 1916, this company was a member of some dealers' associations. Subsequent to that date it has not held membership in any dealers' association, to the best of its knowledge.

Examined and found correct.

L. G. McConnell.

April 24, 1921.

[fol. 2574½]

DEF'TS' EX. No. D-517D

Bath Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Bath Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

From 1919 to date this company's trade quotations have been for immediate acceptance. The company has no record of time limit for acceptance of quotations prior to 1919.

[fol. 2575]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

This company's trade quotations are for shipment within fifteen days from the date of order. The company has no record of the time limitation for shipment prior to 1919.

No. 3

Practice as to Quantity Limit in Trade Quotations

This company's trade quotations are for a quantity not to exceed one car unless otherwise agreed to. The company has no record of when this practice was adopted.

No. 4

Practice as to Cash Discount

During 1913 this company's cash discount was one cent per barrel for payment in 10 days; from January, 1914, to October,

1915, two cents a barrel; from October, 1915, until June, 1920, five cents a barrel; since June, 1920, ten cents per barrel. The time limit for taking the discount has not been enforced.

[fol. 2575½]

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has no record that it has ever quoted otherwise than at a price including packages, except that the Navy Department of the United States Government regularly requests price without the cost of packages; or in the case where a customer asked quotations for shipment in bulk.

No. 6

Practice as to Dating of Invoices

This company has never dated invoices other than on the day shipment was made except where delivery is made by lighter in New York, in which case invoices are dated the day of delivery, and when deliveries are made in truck lots from the mill, in which case invoices are dated the day after shipment.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's contracts of sale limit its responsibility to delivery to the carrier, and provide that it shall not be responsible for damage in transit. This clause has been in the company's contracts of sale [fol. 2576] since the beginning of 1916. Prior to that time nothing as to responsibility for loss or damage in transit was mentioned in its contract forms.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company does not make it a term of sale that orders entered for shipment on a specific date will be shipped on that date unless sooner ordered out by the purchaser.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

Since March, 1916, this company's specific job quotations have contained the clause that the quotation is for acceptance within five days of the formal award of the contract. The company, however, does not decline to make specific job quotations more than ten days before the date bids are to be received.

[fol. 2576½]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company's present specific job quotations are limited for acceptance within fifteen days. This has been the case since December 1, 1918. Prior to that date its practice was to limit the acceptance within a varying period between five and thirty days

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company now requires a specific job sales contract to be executed after its specific job quotation has been accepted. This has been its practice since about January 1, 1919. Prior to that date the customer wrote his acceptance on the quotation sheet and no other contract was made.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

This company does not now and never has required a contract between the dealer and the consumer before entering into a specific job contract with the dealer.

[fol. 2577]

No. 13

Practice as to Entering Into a Specific Job Contract With the Dealer, Before He Had Sold the Cement to the Consumer

This company has never knowingly entered into a specific job contract with a dealer before the dealer had sold the cement to his customer.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before the Construction Work Was Ready to Proceed

This company has no record of ever having declined to make a specific job contract because the time of the completion of the construction work had not been estimated or because the bids or proposals of the construction work had not been asked for or because the plans for the construction work had not been drawn.

No. 15

Practice as to Minimum Quantity to Be Sold Under a Specific Job Contract

This company has no record of ever having made a specific job contract for less than one carload.

[fol. 2577½]

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

This company's present form of specific job contract has been in force since January 1, 1919, and is for the sale of a fixed number of barrels with no variation permitted. From 1916 to 1918 inclusive its practice was to allow a variation of 10 per cent. in quantity more or less. Before 1916 no variation was permitted.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's present contracts in use since January, 1919, do not require a stated maximum shipment per month. From 1916 to 1918 inclusive they provided for maximum monthly shipments at the company's option. In 1915 no maximum monthly shipment clause was included.

No. 18

Practice as to Requiring a Signed Monthly Report From the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly report from the dealer, showing deliveries on specific job contracts.

[fol. 2578]

No. 19

Practice as to Making Blanket Contracts

It has always been the policy of this company not to make blanket contracts. Such contracts have been made, however, in a few cases in 1915 and 1918.

No. 20

Practice as to Selling Railroads

This company has sold railroads for their annual requirements as far back as 1914 and still does so. Prior to 1917 its sales were made at both dealers' and consumers' prices. Since 1917 when the Government took over the railroads, they have been sold at the dealer's price.

No. 21

Practice as to Selling Industrials

This company does not sell to an industrial plant except for the requirements of some specific work, but the company has made con-

tracts in the form of blanket contracts with industrials. Prior to 1918 the company's practice was to make such contracts.

[fol. 2578½]

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company sells to concrete products manufacturers only for fifteen days shipment or for specific work.

In 1916 some sales were made for the requirements of cement block manufacturers.

The company has no settled policy regarding price to concrete products manufacturers, but in most cases it is the dealers' price since they are classed as dealers.

No. 23

Practice as to the Use of an Order Blank to Be Signed by the Customer

This company has never used an order form to be signed by the customer. Since 1919 it has used an order form which the salesman signs but it bears no place for the customer's signature and is never signed by him.

No. 24

This company's contracts for 1915 contained no charge for bin tests. Since 1916 and until 1918 a charge of three cents a barrel for bin test was made. The company's contracts beginning 1919 make no mention of bin test charge although it has been the company's policy to charge three cents per barrel for bin tests until the [fol. 2579] early part of 1921. Since that time no charge has been made for bin tests.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of a commercial laboratory test unless in the case of a dispute with a customer as to the quality of the cement furnished him, when a test has been made merely as a matter of settlement of the dispute.

No. 26

Practice as to Repurchase of Cloth Sacks

This company has never made a practice of repurchasing cloth sacks from its customers that were not in serviceable condition. Occasionally there have been disputes with customers in which the question has been compromised and allowance has been made for sacks which the company's count did not consider serviceable.

[fol. 2579½]

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than
Their Home Towns

This company has always quoted and sold dealers at the dealers' price for shipment to towns other than their home towns.

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not
Comply With Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never observed this definition in quoting the dealers' price, and a large percentage of the customers of this company who receive the dealers' price have never complied with the definition.

[fol. 2580]

No. 29

Practice as to a Dealer's Differential in Price

Prior to December 9, 1916, this company allowed a dealer a differential of five cents per barrel. From December 9, 1916, to date they have charged a contractor ten cents a barrel above the dealers' price. In 1920 there have been a few exceptions consisting of cases in which sales were made to a contractor or consumer showing a differential of twenty cents per barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has from time to time paid commissions to dealers on cement sold direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has from time to time made special concessions to buyers.

1538

[fol. 2580½]

No. 32

Practice as to Mixing Waterproofing Compounds With Cement at the Mills

This company has no record of ever having mixed waterproofing compounds with its cement at its mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of its changes in price.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

Prior to 1921 this company's contracts have never guaranteed against a decline in price. Since that year contracts contain the statement that the price stated in the contract will be reduced if there is any reduction in the market price of the cement during the year.

[fol. 2581]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never attempted to induce the dealer not to resell below the consumers' price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand upon which they were bidding.

No. 37

Practice as to Membership in Dealers' Organization

This company was a member of the Mason Material Dealers Association of New Jersey from March, 1908, to May 1st, 1917. It has never belonged to any other dealers' association.

Examined and found correct.

Herbert C. Rafetto.

[fol. 2581½]

DEF'TS' EX. No. D-517E

Coplay Cement Manufacturing Company
Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledger and other Documentary Evidence of Coplay Cement Manufacturing Company, Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

In 1915 this company's trade quotations were for acceptance in varying periods, some of them stating no period of acceptance and others limited to five and sometimes seven days. Beginning in the early part of 1916 and until the present time its form quotations have read for immediate acceptance. It has quoted during this period in letters to customers for five days' acceptance, but most of its later quotations have been for immediate acceptance.

[fol. 2582]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

This company's trade quotations prior to 1916 were for varying times of shipment, some of them containing no shipping limitation and others being limited to shipment in varying periods. From and after 1916 all trade quotations were for shipment in 15 days.

No. 3

Practice as to Quantity Limit in Trade Quotations

This company's trade quotations prior to 1916 contain various limitations on quantity and some did not limit the quantity at all. From and after 1916 they were limited to one earload.

No. 4

Practice as to Cash Discount

Prior to 1915 this company allowed a cash discount of two cents per barrel for payment in ten days from date of invoice. In the latter part of 1915 this rate was changed to five cents per barrel and continued until the middle of 1920 when it was again changed to ten cents per barrel. The ten day period in which the discount could be taken was never changed. This company has never been strict [fol. 2582½] in enforcing the ten day period of limitation for the taking of discounts.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has followed the practice of selling cement at a price including packages since long before 1915. The only exceptions have been sales made to the Departments of the United States Government and shipments in bulk.

No. 6

Practice as to Dating of Invoices

This company has always dated its invoices the same day shipment was made.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

Since long prior to 1915 this company's quotations and contracts have contained a clause exempting it from liability for loss or damage in transit.

[fol. 2583]

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

During 1915 this company's trade quotations contained no provisions that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the purchaser. This provision was contained in the quotations from the beginning of 1916 until 1920, and was abandoned on the latter date.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids Are to be Opened

This company has no record of ever having declined to make specific job quotations more than ten days before the date bids were to be received. It has always been willing to quote whenever requested by a customer and that has been its custom from the beginning of its business up to the present time.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

Prior to March 17th, 1916, this company's specific job quotations were for acceptance within varying periods, usually between seven

and thirty days. Beginning on that date, and until the middle of [fol. 2583¹/₂] 1917, its specific job quotations were for acceptance within either five or fifteen days from the date of the quotation, with a few cases in March and April, 1916, when quotations were for acceptance within seven days of the formal award of the contract and void within thirty days.

From the middle of 1917 to the present time, its specific job quotations have been for acceptance within five days of the formal award of the contract, or in any event within fifteen days from the date thereof, and also for acceptance within five or fifteen days, the practice having varied in this period.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

Prior to 1916 this company's specific job quotations did not contain a provision requiring the execution of a formal contract after the quotation was accepted.

This provision appears in the company's specific job quotations from the beginning of 1916 to the present time.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering Into a Specific Job Contract with the Dealer

This Company's specific job quotations and contracts do not require that a written contract be entered into between the dealer and [fol. 2584] the consumer. The company has never made any such requirement.

No. 13

Practice as to Entering Into a Specific Job Contract with the Dealer, Before He Had Sold the Cement to the Consumer

The policy of this company has always been not to sell cement to dealers on specific job contracts before the dealer had sold the cement to its customers.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before the Construction Work Was Ready to Proceed

This company has never declined a specific job contract because the plans for the construction work had not been drawn or because the time of the completion of the construction work had not been estimated, or because the bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job Contract

This company has never made specific job contracts for less than one carload.

[fol. 2584½]

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

As early as 1912 this company's specific job contracts permitted a variation of ten per cent more or less in the quantity provided for. From the beginning of 1916 to the present time its specific job contracts have been for a specified amount with not variation clause included.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment Per Month

This company's specific job contracts have never contained a clause specifying a stated maximum amount of shipment per month. The only variation in this practice is in the case of very large contracts, when the company sometimes writes in a provision as to the maximum monthly shipment.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly report from [fol. 2585] the dealer showing his deliveries on a specific job, and its contracts and quotations have never contained such a clause.

For a few months in 1920 it requested New York City dealers to report their deliveries on specific jobs.

No. 19

Practice as to Making Blanket Contracts

The policy of this company has always been since long prior to 1915 not to make blanket contracts. Exceptions have occurred, however, in the years 1913, 1915, 1916 and 1920.

No. 20

Practice as to Selling Railroads

Since at least 1914 this company has sold railroads for future delivery at the dealers' price or less, and its practice is the same at the present time.

No. 21

Practice as to Selling Industrials

Since at least 1914 this company has sold industrials in the same manner as it sells other consumers: i. e., for limited shipment, either [fol. 2585½] fifteen or thirty days or for future delivery on specific work contracts. Exceptions have occurred where industrials have been sold their requirements.

No. 22

Practice as to Selling Manufacturers of Concrete Products

The practice of this company has always been to sell concrete products manufacturers at the consumers' price for shipment within fifteen or thirty days, according to the time limit in effect at the time of sale, or for future delivery on specific work contracts.

One exception appears in the year 1920 where a concrete products manufacturer was sold for future delivery.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company does not now use an order blank. Between 1916 and 1918 it used an order form which, however, was not signed by the customer.

No. 24

Practice as to a Separate Charge for Bin Tests

This company made a charge for bin tests in 1913 of six cents per [fol. 2586] barrel. The bin test does not appear in the company's contracts from that date until 1919, when a charge of three cents per barrel was made and continued until May 26, 1921, when it was finally discontinued.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has in every year since 1914 borne the expense of commercial laboratory tests.

No. 26

Practice as to Repurchase of Cloth Sacks

This company has always absorbed a portion of the loss on damaged and worthless sacks and has not limited its repurchase to sacks in serviceable condition.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has always quoted dealers for shipment to towns other than their home towns.

[fol. 2586½]

No. 28

Practice as to Selling at a Dealer's Price to Persons Who Do Not Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has in every year sold at the dealers' price to persons who do not comply with the above definition of a dealer.

No. 29

Practice as to a Dealer's Differential in Price

This company's differential to its dealers was five cents per barrel up to the middle of 1916. Since that time it has been ten cents per barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This company has in every year paid commissions to dealers on sales made direct to the consumers.

[fol. 2587]

No. 31

Practice as to Giving Special Concessions to Buyers

This company has made some special concessions to buyers in almost every year since 1915.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has mixed waterproofing compounds with cement at its mill on various occasions since 1912.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

This company's contracts since April 1st, 1919, have contained a clause guaranteeing against a decline in price.

[fol. 2587½]

No. 35

Practice as to Making Reports to Induce Dealers Not to Resell Below the Consumers' Price

This company has never made any effort to influence the price at which dealers would resell its cement.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they were bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company since 1916 has been a member of the Master Builders Exchange of Philadelphia and since 1917 has been a member of the Mechanics & Traders Exchange of Newark, N. J.

Examined and found correct.

Emil Loeb.

[fol. 2588]

DEF'TS' EX. NO. D-517F

Dexter Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Dexter Portland Cement Company Showing the Trade Practices of the Company

(NOTE.)—Prior to 1915 this company marketed its product exclusively through a sole sales agent and had no direct relations with the trade. It has, therefore, no complete record of trade practices prior to that date.

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

This company's trade quotations read for immediate orders, and are subject to change without notice. The quotation can be accepted as long as the price named is in effect. The only variation from this practice found in the records is during 1915, when quotations in many cases were limited to acceptance in seven days.

[fol. 2588½]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

This company accepts orders for shipment more than fifteen days from the date of the order at the price prevailing at time of shipment, but orders at a fixed price are only accepted for shipment within fifteen days of the date of the order. This limitation of fifteen days has been effective since February 22, 1916.

No. 3

Practice as to Quantity Limit in Trade Quotations

During 1915 this company's trade quotations were sometimes limited to one car and where not so limited contained a provision that if more than one car was ordered the shipment must be prorated. Since February, 1916, the trade quotation has contained a clause that unless otherwise agreed it is limited to one carload.

No. 4

Practice as to Cash Discount

This company allowed a cash discount to its sole sales agent from 1905 to 1907 of two per cent on the cement and one per cent on the

bags for payment in fifteen days. From January, 1907, to February, [fol. 2589] 1910, the discount rate was one per cent on the cement in package. From February, 1910, to January, 1914, the discount allowed to the sales agent was one cent a barrel. From January 14th to the termination of the contract with the sales agent on February 5, 1915, the discount rate was two cents a barrel, and this rate was discontinued during 1915 when the company commenced selling to its dealers direct. From November, 1915, until July 21, 1920, the discount was five cents a barrel. Since July 21, 1920, the discount has been ten cents a barrel.

The time within which payment must be made by the sole sales agent to permit the discount was fifteen days until February 5, 1915, and since then has been ten days, but there are a number of cases in which the discount has been allowed when payment has been made after the expiration of that time.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company adopted as its usual practice charging for the cement at a price including packages as early as November, 1909. It has at all times since then sold some cement to local customers who bring their own containers to be filled, it has sold and shipped some cement in bulk without packages, and it has quoted and sold to the United States Government excluding packages.

[fol. 2589½]

No. 6

Practice as to Dating of Invoices

This company has for some twenty-one years always dated invoices on the day shipment was made if practicable. The only exceptions are in the very few cases where information for billing is not available the day shipment is made, and then invoices are drawn when information is obtained.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's practice has been and now is to assume responsibility for loss or damage en route and on receipt of proper papers it has sent a credit memorandum to the customer for the amount of such damage. The only exception was on a few orders from March, 1916, to July, 1916, when a clause limiting the company's liability was inserted in a portion of the orders taken during this time.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company has inserted in all of its quotations and contracts since it began to sell to dealers direct in 1915 a clause to the effect that orders entered for shipment on a specific date would be shipped [fol. 2590] on that date unless sooner ordered out by the purchaser. While the clause has been formally inserted, it has never been enforced and the delivery date has uniformly been extended on request, subject in a few cases to the provision that where there has been a change in price subsequent to the specified delivery date the cement is delivered at the new price. But the usual practice has been even in such cases to grant the extension at the original price.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company on March 1st, 1915, established the practice that quotations should only be made when bids were to be opened within ten days. On April 3, 1915, this time limit was extended to thirty days. On April 12, 1916, the time limit as to the date bids were to be received was abolished and since then there has been no limitation as to the date when bids were to be received on the making of specific job quotations.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

During 1915 this company's specific job quotations were limited [fol. 2590½] for acceptance within a time specified, usually running from six to thirty days from the date of the quotation. Since March 16, 1916, they are limited to acceptance within five days of the formal award of the contract and also to within fifteen days from the date of the quotation.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

During 1915 this company did not require the execution of a regular form of contract other than the acceptance of the specific job quotation. During 1916 it gradually changed to the practice of requiring the execution of a regular form of contract and since the latter part of that year this course has been generally followed. There are a number of cases after 1916, in which the accepted quotation was the only contract.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering Into a Specific Job Contract With the Dealer

This company's quotation sheets now require that a written contract be entered into between the dealer and the contractor, but the [fol. 2591] specific work contract does not contain such a clause and it has never been insisted upon. At all times whenever the company has entered into specific work contracts it has endeavored to have the dealer enter into a contract with the contractor. The earliest record of this is February 16, 1915, when the company first commenced selling direct. On May 12th, 1916, salemen were advised that they must insist upon the dealer filing a copy of his contract with the contractor, but one week later, on May 19th, 1916, this requirement was rescinded and has not since been enforced.

No. 13

Practice as to Entering Into a Specific Job Contract With the Dealer, Before He Has Sold the Cement to the Consumer

This company has always sought to limit its sales on specific job contracts to the dealer to cases where the dealer had a contract for resale.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before the Construction Work Was Ready to Proceed

This company's practice since 1915 has been consistent that firm quotations would not be issued for work merely contemplated, and [fol. 2591½] that every specific job contract must have a definite expiration date; and the company has been unwilling to enter into a specific job contract until after the general contract for the construction work has been awarded.

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job Contract

This company has occasionally made specific job contracts for less than one carload, although it is very seldom that any one wishes to make a specific contract for so small a quantity.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

During most of 1915 this company's specific job contracts permitted a variation from the estimated quantity of 20 per cent; during

the latter part of 1915 and until May 5th, 1916, the allowable variation was in some cases 10 per cent, and in others 20 per cent; since May 5, 1916, this company's contracts have been for all cement required on the job, with no limit as to amount.

[fol. 2592]

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment Per Month

This company's printed contract forms have always contained a clause for a stated maximum amount of shipment per month on specific job contracts; but ordinarily the clause is not filled in in the contract, the company's practice being only to insert such a limitation in large contracts where there might be difficulty in filling the shipment.

No. 18

Practice as to Requiring a Signed Monthly Report From the Dealer
Holding a Specific Job Contract, Showing His Deliveries on the
Specific Job

Since this company commenced selling, in February, 1915, its specific job contracts have always contained a clause requiring the purchaser to give satisfactory evidence that the cement was being used on the work specified in the contract. Except in unusual cases the company has not required such a statement except for one week in May, 1916.

[fol. 2592½]

No. 19

Practice as to Making Blanket Contracts

This company has always avoided making blanket contracts, and in the period from 1905 to 1914, inclusive, was constantly quarreling with its sole sales agent over this question.

No. 20

Practice as to Selling Railroads

This company's practice with respect to this class of customers has not been uniform or consistent. At times it has quoted and sold railroads yearly requirements at a fixed price; at other times it has sold on fifteen-day delivery and on specific work contracts; and at others it has offered to make contracts for annual requirements at the market price at the time of shipment. From 1915 until early in 1921 railroads were sold both at the dealers' and consumers' price; since early in 1921 they have been sold at the dealers' price.

No. 21

Practice as to Selling Industrials

This company's practice with respect to this class of customers has not been uniform or consistent. At times it has quoted and sold industrials yearly requirements at a fixed price; at other times it has [fol. 2593] sold on fifteen-day delivery and on specific work contracts; and at others it has offered to make contracts for annual requirements at the market price at the time of shipment. This class of customers has generally been sold through dealers.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company sells at the dealers' price to concrete products manufacturers who are dealers as well as manufacturers. It sells concrete products plants and concrete block plants either (1) on shipment within fifteen days, or (2) for future delivery for specific work for a stated amount, where a definite sale has been consummated by such plants.

In 1915 it would not sell to concrete block manufacturers for delivery more than thirty days from the date of the order.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used an order form that can be signed by the customer since February, 1915, but it is not ordinarily signed by the customer.

[fol. 2593½]

No. 24

Practice as to a Separate Charge for Bin Tests

This company's practice as to bin tests and separate charges therefor has varied. During 1915 it made a bin test charge of six cents a barrel; from 1916 to 1919 it made a charge of three cents a barrel; in 1920 no cement was held in the bins for testing and no charge was made for bin tests; and since then there has been no charge made for bin tests.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of commercial laboratory tests since it commenced business.

No. 26

Practice as to Repurchase of Cloth Sacks

This company has always stipulated in its terms of sale that it would only repurchase cloth sacks that were in serviceable condition. There has been no change in its practice in this regard from that which prevailed during the time it was selling its cement en-[fol. 2594] tirely through a sales agent prior to 1915. In actual practice it refuses credit for bags that have been wet or otherwise abused, but it allows credit for sacks which are unserviceable through continued wear.

No. 27

Practice as to Quoting Dealers for Shipment to Towns other than their Home Towns

This company has made quotations and sales to dealers for delivery not in their home towns.

No. 28

Practice as to Selling at the Dealers' Price to Persons who do Not Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never observed this definition in quoting the dealers' price, and a large percentage of the customers of this com-[fol. 2594½] pany who receive the dealers' price do not comply with the definition. Since February 23d, 1915, this company has applied its own definition of a dealer as follows:

"Unless party is a bona fide dealer carrying cement in stock for resale and not engaged in any manufacturing enterprise or other business involving the use of cement, do not quote dealers' price."

No. 29

Practice as to a Dealer's Differential in Price

From the beginning of 1915 until May 12, 1916, this company allowed a dealer's differential of five cents a barrel; from May 12, 1916, to May 19, 1916, it allowed a differential of ten cents a barrel; from May 19, 1916, to December 8, 1916, it allowed a differential of five cents and ten cents at different times and different places; since December, 1916, the differential has usually been ten cents a barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has avoided paying a commission to dealers whenever it could, but has occasionally paid such commission.

[fol. 2595]

No. 31

Practice as to Giving Special Concessions to Buyers

This company does not make special concessions to buyers. It has always adhered to the policy of one price.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the
Mills

This company has never mixed waterproofing compounds with cement at its mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a
Decline in Price

Since 1919 many of this company's contracts have contained a clause protecting against a decline in price. Prior to that time its [fol. 2595½] contracts did not contain such a clause.

No. 35

Practice as to Making Efforts to Induce Dealers not to Resell Below
the Consumers' Price

This company in May, 1916, directed its salesmen to discourage dealers from selling on a smaller margin of profit than ten cents, and on March 23rd, 1917, advised their salesmen that they should not sell to dealers who were reselling at less than the consumers' price. The notice was found ineffective, however, and since the middle of 1917 the company has made no attempt to interfere with the resale price of cement by dealers, even in cases where it knew that the dealer was reselling below the company's established consumers' price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company, to insure the sale of its cement rather than that of a competitor, would like to have dealers specify their brand in bidding on contract, and its salesmen have from time to time requested dealers to do this, but their efforts have not been successful and they [fol. 2596] have never made any attempt to require compliance from the dealer.

No. 37

Practice as to Membership in Dealers' Organizations

This company is not now a member of any dealers' organization. From the beginning of 1915 to March, 1918, it was a member of certain dealers' organizations.

Examined and found correct.

T. H. Yeisley.

[fol. 2595½]

DEF'TS' Ex. No. D-517 G

Edison Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Edison Portland Cement Company Showing the Trade Practices of the Company

NOTE.—This company was shut down and did not attempt to sell cement from 1914 until the spring of 1916. It has no records of any trade practices prior to the spring of 1916, since such records as the company had in 1914 and prior thereto have been destroyed.

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

This company's trade quotations since the spring of 1916, when it resumed selling activities, were for immediate acceptance. This practice has continued up to the present time. Exceptions, however, [fol. 2597] have occurred where the company has quoted by letter, and such quotations have been for acceptance within varying periods up to fifteen days.

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Since 1916 this company's trade quotations have been for shipment within fifteen days from date of order, with the exception of cases where quotations have been made by letter, and then the shipment provision has been for varying periods.

No. 3

Practice as to Quantity Limit in Trade Quotations

Since 1916 this company's trade quotations have been limited to one carload, with the exception of such cases in which the company has quoted by letter, and then the quantity limitation has been for varying amounts.

No. 4

Practice as to Cash Discount

Since 1916 and up to 1920 this company's cash discounts have been five cents per barrel for payment within ten days from the date [fol. 2597½] of the invoice. Beginning in the summer of 1920 the cash discount was increased to ten cents per barrel, with the same period concerning payment.

This company has never strictly adhered to the provision that discounts would be allowed only upon payment within ten days from the date of invoice, but has frequently allowed the discount to be taken, even when invoices were paid beyond the ten-day period.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company since it resumed selling activities in the spring of 1916 sells its cement at a price including the package. Its only deviation from that practice has been sales to or on account of the United States Navy and sales in bulk.

No. 6

Practice as to Dating of Invoices

This company's practice has always been to date invoices on the day shipment is made. There have been numerous variations, however, in which invoices have been dated other than on the day on which shipment has been made.

Practice as to Assuming Responsibility for Loss or Damage in Transit

In the spring of 1916 when this company resumed selling activities its contracts did not contain a clause relieving it from liability for loss or damage in transit. Beginning in the early part of 1917 its contracts provided that the company would not be responsible for loss or damage in transit, and this latter clause has appeared in the company's contracts since that date up to the present time. The company has not always observed this clause, but has in fact made allowances for loss or damage in transit on numerous occasions.

No. 8**Practice as to Orders Entered for Shipment on a Certain Date**

This company's quotations since the time it resumed selling in the spring of 1916 have contained the clause that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the purchaser. It has, however, not insisted on this and has on various occasions extended the time of shipment.

No. 9**Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened**

This company has always made quotations on specific jobs when asked for, without regard to the time when bids are to be opened.

No. 10**Practice as to Time Limit for Acceptance of Specific Job Quotations**

This Company's specific job quotations since the spring of 1916 have been for acceptance in varying periods from three to nineteen days.

No. 11**Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted**

This company has never insisted upon the execution of a regular form of specific job contract after the specific job quotation has been accepted. Its practice has been, since it resumed business in 1916, to send a contract to the customer, but it has never insisted upon its execution. It has also taken orders for specific jobs on the customer's form of contract.

[fol. 2599]

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

This company has never required that a written contract be executed between the dealer and the consumer before entering into a specific job contract with the dealer.

No. 13

Practice as to Entering into a Specific Job Contract With the Dealer Before he Had Sold the Cement to the Consumer

This company has never knowingly entered into a specific job contract with a dealer before the dealer had sold the cement to his customer.

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before the Construction Work was Ready to Proceed

This company has never declined to enter into specific job contracts because the construction plans had not been drawn, or because the time of the completion of the construction work had not been [fol. 2599½] estimated, or because bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job Contract

This company has never made, as far as its records show, a specific job contract for less than one carload and has never been asked to do so.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

This company's specific job contracts since 1916, when it resumed operations, to the present time have always been for a stated amount or for approximately a stated amount, with no variation referred to.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

Since the Spring of 1916 until 1920, this company's specific job contracts contained no clause limiting monthly shipments.

[fol. 2600] Beginning in the middle of 1920, a monthly limitation of shipment clause was included, but filled in only in the cases of large contracts.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly report from the dealer showing the deliveries on specific job contracts.

No. 19

Practice as to Making Blanket Contracts

This company has always made blanket contracts.

No. 20

Practice as to Selling Railroads

This company has always sold steam railroads direct for future delivery and for their yearly requirements, at the dealers' price.

[fol. 2600½]

No. 21

Practice as to Selling Industrials

This company has always sold industrials on annual requirement contracts at both the dealers' and consumers' price.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always sold concrete products manufacturers at both the consumers' and dealers' price. It has no record of ever having sold concrete products manufacturers for future delivery.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used an order form since it resumed operations in 1916. The blank contains a space for the purchaser's signature. In the great majority of cases, however, since 1916 and up to the present time this order blank has not been signed by the customer.

[fol. 2601]

No. 24

Practice as to a Separate Charge for Bin Tests

This company's contracts have never contained a printed form referring to bin test charges. In all cases where this service was requested by the customer a bin storage charge of three cents per barrel was made, until May 21, 1921, and in such cases was type-written on the contract. Since May 21, 1921, there has been no charge for this service.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has in several instances borne the expense of commercial laboratory tests. Its general policy has always been, however, not to assume such charges.

No. 26

Practice as to Purchase of Cloth Sacks

This company's quotations and contracts have always contained the clause that it would repurchase sacks returned to it in serviceable condition. It has, however, always credited some worthless sacks.

[fol. 2601½]

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Home Towns

This company has always when requested quoted dealers for shipment to towns other than their home towns at the dealers' price.

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not Comply With the Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has at various times sold at the dealers' price to persons who do not comply with the definition of a dealer.

Practice as to a Dealer's Differential in Price

From the spring of 1916 until June 1, 1920, this company had no established differential. Between those dates the differential varied between two or three cents a barrel to as high as twenty-five cents a barrel, depending upon the dealer and his location.

On June 1, 1920, the company established a dealer's differential of ten per cent., which remained in effect until June 26, 1921.

On the latter date the company reverted to its old practice of having no established differential.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This company has since it resumed activities paid on various occasions commissions to dealers on sales made direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has in very year given special concessions to buyers.

[fol. 2602½]

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has no record of ever having mixed waterproofing compounds with cement at its mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has frequently given advance notice of a change in price.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

From early in 1916 when the company resumed operations until the beginning of 1921 this company's contracts did not contain a clause guaranteeing prices against decline although there may have been a few contracts in which the clause appeared. Beginning in February, 1921, this company's contracts have always contained this guaranty clause.

[fol. 2603]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below
the Consumers' Price

This company has never made any effort to induce dealers not to resell below the consumers' price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of
the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the brand of cement on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization.

Examined and found correct.

Frank A. Sweeney, Edison Portland Cement Co.

[fol. 2603½]

DEF'TS' EX. No. D-517H

Giant Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Giant Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

From 1913 to 1916 this company's trade quotations were limited for acceptance in terms varying from five to fifteen days. From February, 1916, to October, 1920, they were limited to immediate orders only. Since October, 1920, there has been no express limitation on the time of acceptance, but they have been subject to change in price without notice.

No. 2

[fol. 2604] Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Beginning 1913 this company's trade quotations were usually for shipment within thirty days of the date of the quotation. Since February, 1916, they have been for shipment within fifteen days from the date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

From 1913 to 1916 this company's trade quotations were limited to a quantity named in each quotation, usually varying from 300 to 1,000 barrels. Since 1916 they have been limited to one carload unless otherwise agreed.

No. 4

Practice as to Cash Discount

This company allowed a cash discount for payment within ten days of the date of invoice as follows:

1913, 1 cent a barrel.

1914 to November 11th, 1915, 2 cents a barrel.

November, 1915, to October, 1920, 5 cents a barrel.

November, 1920, to date, 10 cents a barrel.

[fol. 2604½] While the discount has been in terms limited to payment in ten days, the company in practice has allowed discounts on payments made after the ten day period.

No. 5

Practice as to Selling Cement at a Price Including Packages

Since 1913 it has been the usual practice of this company to quote and sell cement at a price including packages. It has quoted and sold exclusive of packages to the United States Government, and it has made some sales of cement in bulk.

No. 6

Practice as to Dating of Invoices

Since 1913 it has been the consistent practice of this company to date invoices as of the date of shipment. The only exceptions have been unusual shipping conditions, making it impossible to obtain the contents of the car until after it had been delivered and unloaded.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's contracts and quotations since 1913 have always contained a clause disclaiming liability for loss or damage in transit.

[fol. 2605]

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Since May, 1916, this company's trade quotations have contained a clause that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the purchaser. The company has not in practice ever enforced this requirement.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company has never limited the time of making specific job quotations with reference to the date that bids are to be received.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

From 1913 to 1916 quotations for specific job contracts were limited for acceptance to a special time in each quotation, varying from ten days to thirty days. From March, 1916, to December, 1916, the quotations were limited for acceptance within five days of formal [fol. 2605½] award of contract, and in any event within thirty days from the date of the quotation. From December, 1916 to October, 1920, the quotations were limited as follows: "This quotation is for acceptance within five days from this date, but is void if not accepted within fifteen days of date hereof."

Since October, 1920, they have been limited for acceptance to times varying in the individual quotations.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company has always required the execution of a formal contract after a specific job quotation has been accepted. This requirement has been expressed in the specific job quotations since March, 1916, but was not so contained before that date.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer before Entering into a Specific Job Contract with the Dealer

In March, 1916, this company inserted in its specific job quotations a requirement that the dealer must execute a written contract [fol. 2606] with his customer on the regular form furnished by the company, and the original or duplicate of such contract filed with the company. This requirement was abandoned in December, 1916, and has not since appeared in the company's quotations. During the few months that it appeared in the company's quotations it was not in practice enforced.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer Before He Had Sold the Cement to the Consumer

Since this company began business in May, 1913, it has not to its knowledge sold cement to dealers on specific job sales contracts before the dealer had sold the cement to his customer.

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before the Construction Work was Ready to Proceed

This company has never declined to enter into specific job contracts because the construction work was not ready to proceed, nor because the bids or proposals for the construction work had not been asked for.

[fol. 2606½]

No. 15

Practice as to Minimum Quantity To Be Sold under a Specific Job Contract

This company has never made specific job contracts for less than one car load. The only exceptions have been rare instances in which dealers have consolidated their orders so as to make a carload shipment from the mill.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

From 1913 to March, 1916, this company's quotations and contracts for specific work were usually for an amount not to exceed a specified quantity. Sometimes this quantity was stated as approximately or as estimated, and sometimes there was a permissible varia-

tion of fifteen per cent allowed. Since March, 1916, the specific job quotations and contracts have been for the entire and actual quantity needed for the work estimated at a stipulated amount, but in any event not to exceed 110 per cent of the estimated quantity.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's formal specific job contracts have always contained a provision limiting the maximum shipments that can be called for per month.

[fol. 2607]

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing his Deliveries on the Specific Job

This company has never required a signed monthly statement from a dealer showing his deliveries on a specific job. Its contracts, however, contain a clause that at the company's option a report may be called for.

No. 19

Practice as to Making Blanket Contracts

This company has always made blanket contracts, and its practice in this regard has not changed since 1913.

No. 20

Practice as to Selling Railroads

Since 1913 this company has entered into requirements yearly contracts with railroads, selling them at the dealers' price.

[fol. 2607½]

No. 21

Practice as to Selling Industrials

This company since it began business in 1913 has always made blanket requirement contracts with industrials covering their requirements for the year, and selling them at the consumers' price. The same practice has always been followed as to Electric Lines.

No. 22

Practice as to Selling Manufacturers of Concrete Products

During 1913 and 1914 this company sold to concrete products manufacturers for future delivery at the dealers' price. Beginning

in 1915 concrete products manufacturers were sold for future delivery for specified work only and at the dealers' price if they were dealers, otherwise at consumers' price.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

Since 1913 this company has had a form of order to be signed by the salesman and the purchaser. In practice this form has seldom been used, and the orders taken by salesmen are seldom, if ever, [fol. 2608] signed by the customer, and are usually sent in by the salesmen on postal cards or any other informal method.

No. 24

Practice as to a Separate Charge for Bin Tests

This company made a separate charge for bin tested cement at three cents a barrel from 1913 to May, 1921. It has made no charge for such service since the latter date.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company regularly bears the expense of commercial laboratory tests.

No. 26

Practice as to Repurchase of Cloth Sacks

While this company's contracts and terms of sale have always provided that they would only repurchase sacks from the original purchaser and those which were in serviceable condition, in practice this company frequently buys sacks from other parties than the original purchasers and allows credit for large numbers of worthless sacks.

[fol. 2608½]

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company regularly quotes to dealers for shipments to towns other than their home towns, in cases where it has no dealer in the town of delivery handling the company's cement. There has been no change in the company's practice in this regard since 1914.

No. 28

Practice as to Selling at a Dealer's Price to Persons Who do Not Comply with Following Definition

"A dealer is a merchant, firm or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has always quoted and sold at the dealers' price to many persons who do not comply with the above definition.

[fol. 2609]

No. 29

Practice as to a Dealer's Differential in Price

From May 1st, 1913, to December 7th, 1916, this company allowed a dealer's differential of five cents a barrel. Since December 7th, 1916, it has allowed a differential of ten cents a barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This company has always paid commissions to dealers on sales made direct to consumers, and in the last few years such commissions have been on a substantial amount of its business. The percentage of its barrelage on which such commissions have been paid is as follows:

1916.	1.6 per cent.
1917.	3.2 per cent.
1918.	4.1 per cent.
1919.	6.5 per cent.
1920.	14.1 per cent.
1921.	14.5 per cent.

[fol. 2609½]

No. 31

Practice as to Giving Special Concessions to Buyers

This company has no record of ever having made any special concessions to buyers.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has never mixed waterproofing compounds with cement at the mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

From 1913 to May 4, 1919, this company did not guarantee sales [fol. 2610] against a decline in price. From May 5, 1919, to April 17, 1920, its contracts contained the decline clause. From April 17, 1920, to October 29, 1920, no such clause was included. Beginning October 29, 1920, and until the present time the clause is in the company's contracts.

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumer's Price

This company has no record of ever having made any effort to induce dealers not to sell below the consumers' price or of in any way attempting to influence the price charged by dealers.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization.

Examined and found correct, 4-15-22.

Alfred H. Neitbamney.

[fol. 2610½]

DEF'TS' EX. No. D-5171

Glens Falls Portland Cement Company,

Trades Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledger and Other Documentary Evidence of Glens Falls Portland Cement Company, Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

The trade quotations of this company in 1909 and 1910 were for acceptance within fifteen days; in 1911 and 1912 they were for acceptance within six days; in 1913 they were for acceptance in thirty days; in 1914 and 1915 they were for acceptance within six days; beginning with 1916 they have been for immediate acceptance.

[fol. 2611]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotations

In 1909 and 1910 this company's trade quotations were limited to shipment within thirty days after date of acceptance; from 1911 to the end of 1915 shipment was limited to thirty days from the date of quotation; since the beginning of 1916 shipment has been in terms limited to fifteen days from the date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

From 1909 to 1913 inclusive this company's trade quotations were limited to a specific quantity, usually specified at one or two cars; during 1914 and 1915 they were limited in quantity to two carloads unless otherwise agreed upon; since 1915 its quotations have been limited to one carload unless otherwise agreed.

No. 4

Practice as to Cash Discount

In 1912 and 1913 this company allowed a cash discount of one cent a barrel for payment within ten days of date of invoice; in 1914 [fol. 2611½] and until November 15th, 1915, a cash discount of two cents a barrel; from November 15th, 1915, to October 1st, 1920, five cents a barrel; and since October 1st, 1920, ten cents a barrel. The company has never strictly limited the allowance of discount for pay-

ment within ten days, and frequently allows a discount on payments running considerably over that time.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company adopted as its usual practice charging for the cement a price including the package, at least as early as 1907. Its only deviations from that practice have been sales to or on account of the United States Government and one sale in bulk in carload lots in 1921.

No. 6

Practice as to Dating of Invoices

This company has never dated an invoice other than on the day shipment was made, as far back as its records go.

[fol. 2612]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's quotations and contracts admit and assume responsibility for loss or damage en route when a customer makes a claim therefor supported by proper documents. This has been its consistent practice for many years.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Since the beginning of 1916 this company's quotations have contained a clause that orders entered for shipment on a specific date would at its option be shipped on that date unless sooner ordered out by purchaser. In practice, however, shipment has always been deferred on the request of the customer.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company has always made quotations on specific jobs when asked for, without regard to the time when bids are to be opened.

[fol. 2612½]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

From 1913 to 1916 this company's specific job quotations were limited for acceptance within a time specified in each quotation,

varying from immediate acceptance to thirty days; since September, 1916, they have been limited for acceptance within fifteen days from the date of the quotation.

No. 11

Practice as to Requiring Execution for Formal Contract after Specific Job Quotation has been Accepted

From 1913 until September, 1916, the company's specific job quotations contained a blank form of acceptance at the foot thereof, and this when signed by the customer constituted the contract. Since September, 1916, the company's specific job quotations have contained a clause requiring the execution of a regular form of specific work sales contract; but the company has not uniformly enforced this requirement.

[fo. 2613]

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer before Entering Into a Specific Job Contract with the Dealer

This company has never required that a written contract be entered into between the dealer and consumer, before it will enter into a specific job contract with the dealer.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer, before He Had Sold the Cement to the Consumer

This company has never questioned the dealer as to whether he had closed a contract with the contractor. It has always been its practice to accept a contract from the dealer without question.

No. 14

Practice as to Declining to Enter into Specific Job Contracts before the Construction Work was Ready to Proceed

This company has never declined to make a specific job contract because of the time of completion of the construction work had not [fol. 2613½] been estimated or because the plan for the construction work had not been drawn or because the bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job Contract

This company has never made a specific job contract for less than one carload; and its practice in that regard has not changed since 1912.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

From 1913 to 1916 this company's specific job contracts were ordinarily for a specific quantity, with no provision for variation, but sometimes providing merely a maximum. Since the fall of 1916 the specific job contracts have been for "approximately" a named number of barrels, with no other provision for variation.

[fol. 2614]

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

Since at least as early as 1912 this company's specific job contracts have always contained a provision as to a stated maximum amount of shipment per month that could be called for under the contract.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing his Deliveries on the Specific Job

This company has never required a signed monthly report from the dealer showing the deliveries on a specific job. Its contracts, however, contain a clause that such a report may be called for.

No. 19

Practice as to Making Blanket Contracts

This company has always made blanket contracts in every year since 1914.

[fol. 2614½]

No. 20

Practice as to Selling Railroads

This company's practice has been to sell railroads their yearly requirements at consumers' prices up to 1918, at which time the War Service Committee made the price to the railroads the dealers' price, and on which basis the company has sold them since that time.

No. 21

Practice as to Selling Industrials

This company has sold some industrials their yearly requirements, on contract at dealers' prices, and some at consumers' prices. It has

also sold some industrials at dealers' prices, and some at consumers' prices, on the 15 day basis.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company usually sells manufacturers of concrete products at the consumer's price for fifteen days delivery, but it sometimes sells such manufacturers blanket contracts at the dealer's price.

[fol. 2615]

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used the same form of order blank since prior to 1913. It is signed by the salesman but not signed by the customer.

No. 24

Practice as to a Separate Charge for Bin Tests

From 1910 to 1916 this company made no charge for bin tests; from 1916 to May, 1921, it usually made a charge for bin tests of three cents a barrel, but sometimes during that time it made no charge, and since May, 1921, it has made no charge.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of a commercial laboratory test unless in the case of dispute with a customer as to the quality of the cement furnished him, when a test has been made merely as a matter of settlement of the dispute.

[fol. 2615½]

No. 26

Practice as to Repurchase of Cloth Sacks

This company has never repurchased cloth sacks from its customers that were not in serviceable condition. There has been no change in its practice in this regard from that which prevailed during the years 1913 and 1914.

No. 27

Practice as to Quoting Dealers for Shipment to Towns other than
Their Home Towns

This company has always quoted some dealers for shipment to towns other than their home towns at dealers' prices.

No. 28

Practice as to Selling at the Dealer's Price to Persons who do not
Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

[fol. 2616] This company has never limited its sales at dealer's prices to persons conforming to the definition of a dealer quoted above.

No. 29

Practice as to a Dealer's Differential in Price

This company allowed dealers a differential in price over consumers of five cents a barrel from the fall of 1914 until January 1st, 1917. Since that time it has allowed a dealer's differential of ten cents.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has in every year paid commissions to dealers on cement sold direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has from time to time made special concessions to buyers in the way of special allowances, extended discount period, [fol. 2616½] guaranteed price, and extended time of delivery.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at
the Mills

This company has never mixed waterproofing compounds with cement at the mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

In every year from 1910 to the present time this company has guaranteed some sales against a decline in price.

[fol. 2617]

No. 35

Practice as to Making Efforts to Induce Dealers not to Resell Before the Consumer's Price

This company has never attempted to control the price that dealers would charge on the resale of its cement.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name or the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization with the exception of an associate membership which the company held in New York State Builders Supply Association during the years 1915, 1916, 1917 and 1918.

Examined and found correct.

Loren F. Goodson.

Hercules Cement Corporation.

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Hercules Cement Corporation Showing the Trade Practices of the Company

NOTE.—This company commenced its selling activities in June, 1917, and therefore, has no trade practices or proof thereof prior to that date. It actually commenced business in the latter part of 1916, but its sales manager was not engaged until June, 1917, and no business was actually done until that date. The operation of the company between September, 1916, and June, 1917, was confined to organization and construction.

[fol. 2618]

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

Since this company commenced business in 1917, its trade quotations have always read for immediate acceptance. In practice the company has always accepted orders on quotations until a later notice is sent announcing a change in price.

No. 2

Practice as to Time or Shipment of Trade Orders as Specific in Quotations

Since 1917 this company's trade quotations have always read for shipment within 15 days from the date of the order, but this limitation in the quotations has not in practice been enforced, as orders have frequently been entered for shipment at a greater time.

No. 3

Practice as to Quantity Limit in Trade Quotations

This company's trade quotations since 1917 have provided that unless otherwise agreed they were limited to one carload of cement, but this limitation in the quotation has not in practice been enforced, as orders have been entered for a greater amount.

[fol. 2618½]

No. 4

Practice as to Cash Discount

This company allowed a cash discount of 5 cents per barrel from the time it commenced business in 1917 until July 16th, 1920.

Since then it has allowed a cash discount of 10 cents a barrel. The terms have always provided that the discount was only due for payment in ten days, but the company has not adhered strictly to this requirement, usually allowing discount for payment for three or four days beyond the due date.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has no record that it has ever quoted otherwise than at a price including the packages, except sales made to the War and Navy Departments of the United States Government, which were at a price excluding packages, or where shipments were made in bulk during 1920.

No. 6

Practice as to Dating of Invoices

This company has always dated its invoices on the day shipment was made.

[fol. 2619]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's practice has always been, and now is, to assume responsibility for loss or damage en route, and on receipt of proper papers to send a memorandum of credit for the amount of such damage. Its contracts and quotations have been disclaimed such responsibility.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company's contracts of sales have never contained a clause that cement ordered for shipment on a specific date would be shipped on that date unless sooner ordered out by the customer. Its current quotations from the time it began business in 1917 until August, 1918, contained this clause when it was dropped. It has frequently changed the shipping date either earlier or later to meet the wishes of the customer.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company has no record of ever having declined to make Specific job quotations more than ten days before the date bids

[fol. 2619½] were to be received. It has always been willing to quote whenever requested by a customer and that has been its custom since the beginning of its business up to the present time.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company's specific job quotations are limited for acceptance within a time varying in the individual case. The usual limit, however, has been fifteen days.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation has been Accepted

This company's specific job quotations have always contained a clause that the purchaser agrees at the company's option to execute a formal contract. Its contract is usually executed by the purchaser, but in a few cases the company has not insisted upon it.

[fol. 2620]

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer before Entering into a Specific Job Contract with the Dealer

This company's specific job quotations and contracts do not require that a written contract be entered into between the dealer and a consumer. The Company has never made any such requirement.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer, before He Had Sold the Cement to the Consumer

The policy of this company has always been not to sell cement to dealers on specific job contracts before the dealer has sold the cement to his customer.

No. 14

Practice as to Declining to Enter into Specific Job Contracts before the Construction Work was Ready to Proceed

This company has never declined a specific job contract because [fol. 2620½] the plans for the construction work had not been drawn or because the time of the completion of the construction work had not been estimated or because the bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job Contract

This company has never made specific contracts for less than one carload. It has, however, made specific job contracts with a dealer for a quantity of more than one carload, distributed, however, amongst different jobs named in the contract, some of which required quantities less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

This company's specific job quotations and contracts since it commenced business have been for a specific amount, providing, however, that in case the quantity specified is insufficient for the needs of the purchaser a reasonable additional quantity will be supplied.

[fol. 2621]

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's specific job contracts have always contained a clause specifying a stated maximum amount of shipment per month.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly report from the dealer showing the deliveries on the specific job.

No. 19

Practice as to Making Blanket Contracts

Since this company began business in 1917 it has sold on blanket contracts.

[fol. 2621½]

No. 20

Practice as to Selling Railroads

From March, 1917, until March 14th, 1919, this company sold railroads on blanket contracts at the dealers' price f. o. b. the mill.

1579

Since that date railroads have been sold for shipment on current orders or on specific job contracts on the same basis as dealers, generally, however, giving them the mill price f. o. b. their railroad's nearest junction point.

No. 21

Practice as to Selling Industrials

Industrial plants and electric lines were sold on a blanket contract for yearly requirements at consumers' price, from March, 1917, to September 2nd, 1918. Since that time they have been sold on the same terms and conditions as any other consumer.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has sold at the dealers' price for future delivery to concrete products manufacturers who were also dealers. It has also sold at the dealers' price to dealers who specified that the [fol. 2622] material was for the use of concrete block manufacturers. Other than these cases, no sales have been made to concrete products manufacturers.

No. 23

Practice as to the use of an Order Blank to be Signed by the Customer

This company has used an order form since it commenced business in 1917. The order form is not signed by the customer.

No. 24

Practice as to a Separate Charge for Bin Tests

This company made a charge for bin tests from the time it commenced business in 1917 until June 6th, 1921, of 3 cents a barrel. It has made no charge for that service since that date.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of commercial laboratory tests since it commenced business, nor has it ever been requested to do so.

[fol. 2622½]

No. 26

Practice as to Repurchase of Cloth Sacks

This company has always absorbed a portion of the loss on damaged sacks and has not limited its repurchase to sacks in serviceable condition.

No. 27

Practice as to Quoting Dealers for Shipment to Towns other than their Home Towns

This company has from time to time quoted dealers at the dealers' price for shipments to towns other than their home towns.

No. 28

Practice as to Selling at a Dealer's Price to Persons who do not Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."
[fol. 2623] This company has sold in every year to some customers as dealers who do not comply with the above definition.

No. 29

Practice as to a Dealer's Differential in Price

This company has made the dealers' price ten cents a barrel less than the consumers' price since it started business in 1917.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This company has, since it started business, from time to time paid dealers' commissions on sales made direct to consumers.

No. 31

Practice as to giving Special Concessions to Buyers

This company made special concessions to buyers in 1921 and 1919.

[fol. 2623½]

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has never mixed waterproofing compounds with cement at its mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery against a Decline in Price

This company commenced business in 1917. Its contracts of sale did not contain a clause guaranteeing against a decline in price until April 6th, 1919. Since then its specific job quotations and contracts have contained such a clause.

[fol. 2624]

No. 35

Practice as to Making Efforts to Induce Dealers not to Resell below the Consumers' Price

This company has never made any effort to influence the price at which dealers would resell its cement.

No. 36

Practice as to Requiring Dealers to State in their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organization

This company has never been a member of any dealers organization.

Examined and found correct.

C. R. MacCarey.

[fol. 2624½] DEF'TS' EX. No. D-517K

Knickerbocker Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and other Documentary Evidence of Knickerbocker Portland Cement Company showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

This company's trade quotations from 1914 to the present time have contained varying time limits for their acceptance. In some cases the quotations have contained no limitation; in other cases they were limited to prompt acceptance; in still others they were for thirty days, fifteen days or five days acceptance. The great majority of the quotations have been without limitation as to acceptance, and that practice is in effect at the present time.

[fol. 2625]

No. 2

Practices as to Time of Shipment of Trade Orders as Specified in Quotations

Continuously up to March, 1915, this company's quotations contained no limitations as to time of shipment. Beginning in March, 1915, and up to May, 1916, the quotations contained varying limitations upon date of shipment, ranging from thirteen to thirty days. Beginning in May, 1916, and to the present time quotations went out both unlimited as to date of shipment and limited to shipment within fifteen days, the majority of the company's quotations being unlimited as to date of shipment.

No. 3

Practice as to Quantity Limit in Trade Quotations

This Company's trade quotations have never contained any limit upon the amount of cement which may be ordered under them, except where the quotation was made in response to a specific inquiry which mentioned the quantity desired.

No. 4

Practice as to Cash Discount

This company allowed a cash discount of one cent per barrel from the time it commenced business in June, 1911, until January, 1914;

[fol. 2625½] a cash discount of two cents a barrel from January, 1914, to November, 1915; of five cents a barrel from November, 1915, to September, 1920; and of ten cents a barrel since September, 1920.

The discount has always been in terms limited to payment within ten days from the date of the invoice, but the company has not strictly enforced this rule, frequently allowing the discount on payments much beyond that time.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company since 1911 has always followed the practice of quoting and selling cement at a price including packages. The only exception to this has been sales to the United States Navy Department, where the sale is of the cement exclusive of the cost of the package.

No. 6

Practice as to Dating of Invoices

This company has always dated its invoices on the day that shipment is made, on cement shipped by rail; and on boat deliveries on the day that the boat finishes unloading for the individual customer.

[fol. 2626]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

Since 1911 this company's contracts have always contained a clause exempting it from responsibility for shortage or damage in transit. This clause has not been strictly enforced, and the company has sometimes assumed such responsibility.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company has never made it a term of sale that orders entered for shipment on a specific date should be shipped on that date unless sooner ordered out by purchaser.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids Are to Be Opened

This company has never limited the time as to its making specific job quotations with reference to the date bills were to be received.

It has always made a quotation on a specific job at any time requested.

[fol. 2626½]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company's practice from 1911 to date has varied all the way from quotations for specific jobs without any limitation whatsoever, down to quotations for immediate acceptance. The form of quotation for specific jobs most used by this company has been unlimited as to acceptance. It has used in some instances the words "for acceptance within five days after contract is awarded." It has also used the expression "subject to cancellation on five days' notice," without any further limitation.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company has never inserted in its specific job quotations (or any other quotations) any requirement that a regular form of contract must be executed upon the acceptance of the quotation. Prior to 1919 and particularly during 1916 and 1917 this company's contracts were in the form of correspondence.

[fol. 2627]

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

This company has never required the execution of a written contract between the dealer and his consumer in cases where it has entered into a specific job contract with the dealer.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer Before He Had Sold the Cement to the Consumer

This company has never to its knowledge sold cement to its dealers on specific job contracts before the dealer has sold the cement to his customer.

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before the Construction Work Was Ready to Proceed

This company has never declined a specific job contract because the time of completion of the construction work had not been esti-

[fol. 2627½] mated or because the plans had not been drawn or because the bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to Be Sold Under a Specific Job Contract

This company has never been requested to make a specific job contract for less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

From 1911 to September, 1920, this company's specific job contracts have provided a blank space for the insertion of a variation percentage (usually 10%, but in a few instances 15%). Since September, 1920, the specific job contract form has been for a specified amount of cement, "not to exceed — barrels," and has allowed no variance at all.

[fol. 2628]

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's contracts have always contained a provision for a stated maximum amount of shipment per month that could be called for.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job.

This company has never required monthly statements from the dealer, showing deliveries made by him on specific job contracts.

No. 19

Practice as to Making Blanket Contracts

This company has always made blanket contracts.

[fol. 2628½]

No. 20

Practice as to Selling Railroads

This company has always sold to railroads for their yearly requirements at the dealers' price.

No. 21

Practice as to Selling Industrials

This company has always sold to industrial plants for their yearly requirements.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always sold to forms, etc., manufacturing concrete products, for future deliveries, on requirement contracts at its dealers' price.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used an order form to be signed by the customer since 1911, which has not substantially changed during that period. [fol. 2629] This form is seldom signed by the customer; the salesman usually attaching the customer's name.

No. 24

Practice as to Separate Charge for Bin Tests

This company has at different times from the beginning of its existence up to May 3, made a charge of three cents (or sometimes six cents) per barrel for bin test. No charge for bin test has been made since May 3, 1921.

No. 25

Practice as to Assuming Expense of Commercial Laboratory Tests

While this company has not adopted a general practice of paying charges for commercial laboratory tests, it has from time to time borne the expense of such tests.

No. 26

Practice as to Repurchase of Cloth Sacks

This company has always been liberal in its bag inspection and has since 1918 made allowance for bags which were worthless.

[fol. 2629½]

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than
Their Home Towns

This company has always been willing to quote the dealers' price to dealers for shipment to towns other than their home towns, when the company had no dealer in such other town.

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not
Comply With Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never observed this definition in quoting the dealers' price, and many of the customers of this company have received the dealers' price although not complying with the above definition.

[fol. 2630]

No. 29

Practice as to a Dealer's Differential in Price

This company allowed a differential to a dealer over a consumer of five cents per barrel from 1911 until January, 1917. Since then it has generally allowed a differential of ten cents per barrel. In various localities, from time to time, it has varied this differential.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has consistently paid commissions to dealers on sales made direct to consumers.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has in every year made concessions in price, both by allowing cash discount after the ten days have elapsed, and by direct concessions from its prevailing quoted price in the form of additional discounts.

[fol. 2630½]

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company incorporated waterproofing compounds at its mills once in August, 1918, and in one other instance, in connection with the Commodore Hotel (contract entered into in 1916, work completed in 1919). This company has not been called upon to do this in any other instances.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

In 1919 this company incorporated in its contracts a clause expressly guaranteeing the price against decline. Prior to that time, contracts had contained no such clause. Since 1919 and at present, either the contracts contained such a clause or a letter was written containing such guarantee, such letter being attached to the contract.

[fol. 2631]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never had a policy of making any effort to induce dealers not to resell below the consumers' price. On the contrary, in many instances it has induced its dealers to sell at less than the prevailing consumers' price. There are only three instances found in the files from 1911 to date (all during the first six months of 1917) where a suggestion has been made to the dealer that he secure the full prevailing differential.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization.

The within has been examined and found correct.

Alfred S. Jewett.

April 11, 1922.

See letter of transmittal, April 4th.

[fol. 2631½]

DEF'TS' Ex. No. D-517L

The Lawrence Cement Company

Trades Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of The Lawrence Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

Prior to October 24th, 1916, the period for the acceptance of this company's trade quotations varied from five days to sixteen days. On October 24th, 1916, it adopted as its general policy immediate acceptance of its trade quotations, and continued that practice during 1916, 1917, 1918 and 1919. From the beginning of 1920 to the present time some of the company's quotations have been for immediate acceptance and some contained no time limit.

[fol. 2632]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

From 1910 to 1913 this company's trade quotations were limited to shipment within thirty days after date of acceptance; in 1914 the same general practice prevailed, but there were some quotations calling for current shipment and some for immediate shipment; in 1915 the company reverted again to its thirty day shipment quotations and continued that until October 30th of that year; from October 30th, 1915, to April, 1920, it quoted for shipment within fifteen days; from 1920 to the present time its general practice has been to quote for shipment within fifteen days, although a number of its quotations did not specify any limitation as to the period of shipment.

No. 3

Practice as to Quantity Limit in Trade Quotations

Prior to October 24th, 1916, the company quoted in carload lots and limited the quantity to from 500 to 1,000 barrels; from October 24th, 1916, to date quotations have been limited to one carload, but there have been cases in each year since 1916 when this limitation has not been strictly enforced.

[fol. 2632½]

No. 4

Practice as to Cash Discount

From January 14th, 1909, to August 31st, 1913, this company allowed a cash discount of one cent per barrel; from September 1st, 1913, to November 19th, 1915, the discount was two cents per barrel; on November 20th, 1915, the company quoted five cents per barrel, but the first invoice which contained this allowance was dated November 26th, 1915. A discount of ten cents per barrel was first quoted July 16th, 1920, but the first invoice making this allowance was dated July 20th, 1920. Since the time when a discount was first allowed the company's contracts have always made ten days the period within which payment must be made in order to obtain discount, but there have been instances in each year where the company has not insisted upon payment within ten days.

No. 5

Practice as to Selling Cement at a Price Including Packages

As far back as this company's records go it has always quoted and sold cement including packages. The only exception to this practice has been in the case of sales to the United States Government during the war.

[fol. 2633]

No. 6

Practice as to Dating of Invoices

This company has never dated an invoice other than on the day shipment was made.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company has never until February 15th, 1921, made it a term of its quotations or contracts that the company would not assume responsibility for loss or damage en route. Since February 15th, 1921, the company's contracts have contained such a limitation.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company has never made it a term of sale that orders will be shipped on the date specified unless sooner ordered out by purchaser; and it has been the company's consistent practice to grant postponement of shipping dates.

[fol. 2633½]

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company has never limited the time for making specific job quotations, and has always made them whenever asked for.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

Prior to 1917 the company had no uniform practice for acceptance of specific job quotations, the acceptance period varying in individual cases from eight to sixty days; and some of the quotations in 1914 contained no acceptance date. Since the beginning of 1917 the company's quotations for specific jobs have been limited to acceptance within fifteen days.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation has been Accepted

Prior to February 10th, 1916, it was the company's practice to send contracts to be executed upon acceptance of the quotation. [fol. 2634] Since February 10th, 1916, this company's specific job quotations have provided that when accepted a contract should be drawn up by the company.

In every year since 1915 the company has protected quotations and has made sales without any formal contract or on contracts drawn on the customer's form.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

This company has never required the dealer to enter into a written contract with the consumer before entering upon a specific job contract with the dealer.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer,
Before he had Sold the Cement to the Consumer

It has always been the practice of this company to accept a contract from the dealer without question as to whether or not he had previously sold to the customer.

[fol. 2634½]

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before
the Construction Work was Ready to Proceed

This company has in every year since at least 1915 made contracts for work for which construction plans had not been drawn, or for which bids or proposals had not been asked. The company's policy has been since at least 1915, however, not to make contracts under such circumstances. The company has never refused to make a specific job contract because the time of completion of construction work had not been estimated.

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job
Contract

This company's contract as far back as its records go have provided for a minimum of one carload. Ever since 1916, however, the company has made specific job contracts for less than one carload shipments, but the aggregate amount in each contract is in all such cases more than one carload, made up of several less than carload jobs.

[fol. 2635]

No. 16

Practice as to Permissible Variations in Quantity on Specific Job
Contracts

Prior to 1915 this company limited the amount to be delivered on a specific job contract, in some cases to 110 per cent of the amount specified, and in other cases 115 per cent. Since 1915 the company has never limited the amount to be delivered on a specific job contract.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment per Month

This company's specific job contracts have never specified a stated maximum amount of shipment per month.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly report from the dealer showing deliveries on a specific job.

[fol. 2635½]

No. 19

Practice as to Making Blanket Contracts

This company has in every year since 1915 made blanket contracts.

No. 20

Practice as to Selling Railroads

From 1914 to December 21, 1918, this company's practice was to make contracts for the yearly requirements of railroads and electric lines. Since December 21, 1918, it has not been the company's practice to make requirement contracts with railroads or electric lines, although it has done so in a few cases in 1921. Prior to the War this company quoted consumers' prices to railroads and electric lines. During and since the War railroads are quoted at dealers' price and electric lines at consumers' prices.

No. 21

Practice as to Selling Industrials

This company has in every year from 1915 to December 21st, 1918, made contracts for yearly requirements of industrials; since December 21st, 1918, it has not been the company's general practice to make requirement contracts but the company has nevertheless made such contracts in certain cases.

[fol. 2636]

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always made contracts for yearly requirements with concrete products manufacturers. It has sold them at the dealers' price, but has no hard and fast rule in this respect.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has never used a salesman's order blank.

No. 24

Practice as to Separate Charge for Bin Tests

From the middle of 1912 until about the beginning of 1915 this company made a bin test charge of six cents per barrel; from about the beginning of 1915 to May 7th, 1921, the charge was three cents per barrel; since May 7th, 1921, the bin test charge has been eliminated.

[fol. 2636½]

No. 25

Practice as to Assuming Expense of Commercial Laboratory Tests

This company has in every year since June 15th, 1917, paid some commercial laboratory test charges.

No. 26

Practice as to Repurchase of Cloth Sacks

This company has always since 1914 given customers credit for worn out sacks, and has allowed either part or full credit for abused sacks. It has also at various times repurchased sacks from others than the original purchaser.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has always in every year since 1914 quoted dealers for shipment to towns other than their home towns at dealers' prices.

[fol. 2637]

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not Comply with Following Definition

"A dealer is a merchant, firm or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has in every year sold at the dealers' price to persons who do not comply with the above definition of a dealer.

No. 29

Practice as to a Dealer's Differential in Price

From 1910, which is as far back as this company's records go, until December 12th, 1916, the company has allowed dealers a differ-

ential in price over consumers of five cents a barrel. Since December 12th, 1916, the differential has been ten cents a barrel.

[fol. 2637½]

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has since 1915 allowed commissions to dealers on sales made direct to consumers.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has on many occasions made special concessions to buyers.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the
Mills

Up to December, 1919, this company in every year mixed waterproofing compounds with cement at its mills. Since December, 1919, the practice has been discontinued.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

[fol. 2638]

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a
Decline in Price

From 1912 to 1914 this company guaranteed against a decline in price; from 1915 to April, 1919, it did not guarantee against a decline in price; during 1919 it began to protect deliveries against price decline; during 1920 the company did not guarantee against price decline, but in fact met the price decline on contracts already made. On January 3rd, 1921, the company again began to protect 1921 deliveries against price decline.

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below
The Consumers' Price

This company has never attempted to control the price that dealers would charge on the resale of its cement, although it has at times suggested that the dealer should secure a fair profit.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the brand of cement on which they are bidding.

[fol. 2638½]

No. 37

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization.

Examined and found correct.

R. A. Pruden.

[fol. 2639]

DEF'TS' EX. No. D-517M

Lehigh Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Lehigh Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

From August, 1909, to June, 1910, this company's trade quotations were for acceptance within fifteen days; from June, 1910, to [fol. 2639½] February 23rd, 1915 (with one exception, quotations to the general trade sent out on August 19th, 1912, which were for immediate acceptance), they were for acceptance within seven days; from February 23rd, 1915, to the present time its trade quotations have been either for five days acceptance or for immediate acceptance. As a general practice during this period circular trade quotations have read for immediate acceptance and quotations to individual customers in response to inquiries have been good for five days acceptance.

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotations

From June, 1909, to November 5th, 1915, this company's quotations were limited to shipment within thirty days from date of order;

from November 5th, 1915, to the present time its trade quotations have been for shipment within fifteen days from the date of order.

No. 3

Practice as to Quantity Limit in Trade Quotations

Prior to the early part of 1915 this company's trade quotations did not specify any quantity limitation; from the early part of 1915 to the latter part of that year the company's general quotations to the trade contained a two-car limitation, while its trade quotations in [fol. 2640] reply to inquiries from customers during that period still contained no quantity limitation; from the latter part of 1915 to date the company's general quotations to the trade contained a one-car limitation, while its trade quotations in reply to inquiries from customers continued to contain no limitation.

No. 4

Practice as to Cash Discount

From prior to June 1st, 1909, to January 24th, 1914, this company has allowed a cash discount of one cent a barrel for payment within ten days; from January 24th, 1914, to November 13th, 1915, a cash discount of two cents a barrel; from November 13th, 1915, to July 13, 1920, a cash discount of five cents a barrel; from July 13th, 1920, to the present time a cash discount of ten cents a barrel.

This company has adhered quite strictly to the ten-day limitation, and there has been no change in its practice in that regard since long prior to 1915.

No. 5

Practice as to Selling Cement at a Price Including Packages

Since prior to 1909 this company's usual practice has been to quote cement at a price including the cost of the package. This practice has never been deviated from except in the cases of sales to the Federal Government. Prior to 1915 this company quoted prices to the Gov- [fol. 2640½] ernment in some cases exclusive of packages and in other cases inclusive of packages, but all sales made were at prices including packages.

No. 6

Practice as to Dating of Invoices

This company has since at least as far back as 1911 followed the practice of dating its invoices the day shipment is made. There has been no change in its practice in this regard.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

Prior to 1915 this company's quotations and contracts made no mention concerning loss or damage to shipments en route. During 1915 and up to the present time the quotations provide that the company will not be responsible for shortage or damage occurring in transit. The company's contracts during 1915 and up to the present time provide that claims for loss or damage will not be considered unless supported by railroad agent's acknowledgment on freight bill. Since long prior to 1915 and up to the present time this company has in every year allowed its customers' claims for loss or damage in transit.

[fol. 2641]

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Prior to 1915 this company's quotations contained no provision as to shipment of orders entered for shipment on a specific date. Early in 1915 they stated that time of shipment would be extended only at company's option. Early in 1916 and up to the present time they state that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the customers.

The salesmen's order blanks have since prior to 1915 provided that time of shipment will be extended only at company's option.

In practice the company has always shipped on the date specified in the order.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company has always made specific job quotations without knowledge of the date when bids were to be received, and frequently more than ten days before the date when bids were to be received.

[fol. 2641½]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

Until the middle of 1910 specific job quotations were made for acceptance in sixty days. From the middle of 1910 to May 25, 1916, the specific job quotations were made for acceptance in thirty days. Since May 25, 1916, these specific quotations have generally been limited for acceptance within fifteen days from date of quotation or five days from the date of the quotation if the construction contract had been awarded. These periods have, however, in individual cases sometimes been modified.

No. 11

Practice as to Requiring Execution of Formal Contract after Specific Job Quotation Has Been Accepted

This company customarily requires the execution of a formal specific job contract following the acceptance of a quotation therefor. This has been its practice at least as far back as 1912.

No. 12

Practice as to Requiring a Written Contract between Dealer and Consumer before Entering into a Specific Job Contract with the Dealer

This company does not require the execution of a written contract between the dealer and his customer before it will enter into a specific [fol. 2642] job contract with him, and none of its quotations contain such a requirement. It has furnished dealers with forms of contracts for the dealer to use at his option and it has insisted that before closing a contract with it the dealer shall have made a definite sale to his customer. The company's practice in this regard has not changed since 1915.

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer, before He Had Sold the Cement to the Consumer

This company has always sought to limit its sales on specific job contracts to dealers to cases where the dealers had a contract for resale.

No. 14

Practice as to Declining to Enter into Specific Job Contracts before the Construction Work Was Ready to Proceed

This company has always been unwilling to enter into specific job contracts where the plans for the construction work had not been drawn, or where the time for the completion of the construction had not been estimated, or where the bids for the construction work had not been asked. Its documentary records show only one in-[fol. 2642½] stance of this kind, but this has been the company's understood and consistent policy, so that requests to quote under such circumstances have not ordinarily been made to it.

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job Contract

This company has never made specific job contracts requiring less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

This company's contracts have, since 1912, stated a specific quantity to be furnished, and there has never been any provision for variation therefrom, except that the contracts are interpreted by the company to cover the actual requirements of the specific work according to the original plans.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

From April, 1912, to May, 1916, this company's specific job contracts specified a stated maximum amount of shipment per [fol. 2643] month. Since the latter date this company's contracts have contained no such limitation.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required dealers to submit signed monthly statements showing deliveries on specific job contracts.

No. 19

Practice as to Making Blanket Contracts

Since 1912 this company has always refused to make blanket contracts except with railroads, the United States Government and large industrial companies. Since 1917 this company has refused to make blanket contracts even with large industrial companies.

No. 20

Practice as to Selling Railroads

Until March 4, 1919, this company contracted with railroad companies for future delivery, covering their estimated yearly requirements. [fol. 2643½] Effective March 4, 1919, the company quoted railroads only for fifteen day delivery on current or direct requirements or extended delivery for an agreed time on specific work which could be accurately identified and which would be uniform with the company's regular conception of a specific job contract.

No. 21

Practice as to Selling Industrials

Until July 15, 1918, this company sold industrial plants for extended delivery time on contracts covering their estimated yearly requirements. From July 15, 1918, to date industrial plants are sold for extended delivery only on specific job contracts in which the work is accurately identified and which conform to the company's conception of a specific job contract.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always sold at the dealers' price to manufacturers of concrete products if such customers are also dealers in building materials as well as manufacturers of such products.

Prior to April, 1913, the company sold concrete products manufacturers for future delivery either on direct orders for shipment [fol. 2644] within thirty days or else on contracts for future delivery for estimated requirements over a period not exceeding the current year. From April, 1913, to April, 1916, the company sold concrete block manufacturers for extended delivery only on specific job contracts. Since April, 1916, the company sells cement block manufacturers only for fifteen day delivery, not closing specific job contracts with such manufacturers.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used salesmen's order forms since 1912. The form was not changed between that time and 1915 in any substantial manner. Since June, 1915, the order form has not been changed, except as to change in rates of discount, etc. While the form bears a place for the signature of the customer it is rarely signed by him.

No. 24

Practice as to a Separate Charge for Bin Tests

This company's practice as to bin tests and separate charges therefor has varied. From about January, 1913, to January 28, 1915, there was a bin test charge of six cents. From January 28, 1915, to May 29, 1915, there was a bin test charge of nine cents. From May 29, 1915, until May 16, 1921, there was a bin storage charge of three [fol. 2644½] cents a barrel. Since May 16, 1921, this company has made no charge for such service.

No. 25

Practice as to Assuming Expense of Commercial Laboratory Tests

This company has never borne the expense of commercial laboratory tests since it commenced business.

No. 26

Practice as to Repurchase of Cloth Sacks

Since 1912 this company has adhered strictly to the rule not to repurchase cloth sacks from its customers which were not in serviceable condition.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has always quoted and sold dealers at the dealers' price for shipment to towns other than their home towns.

[fol. 2645]

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for re-sale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never observed the dealers' definition in quoting the dealers' price, and a large percentage of the customers of this company who have received the dealers' price have never complied with the definition.

No. 29

Practice as to a Dealer's Differential in Price

From January 29, 1913, until December 27, 1913, this company quoted dealers on jobs requiring not more than 7,500 barrels, five cents a barrel less than the consumers.

From December 27, 1913, until the latter part of 1914, the five cent differential was observed up to 15,000 barrels.

From January 28, 1915, to February 23, 1915, the five cent differential was observed on jobs requiring less than 3,000 barrels.

[fol. 2645½] On February 23, 1915, to December 6, 1916, a differential of five cents a barrel was allowed to dealers on all work regardless of quantity.

Since December 6, 1916, a differential of ten cents a barrel has been allowed dealers regardless of quantity.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

Up to 1916 this company discouraged payment of commissions to dealers on sales direct to others, but there are some instances up to that year where the company did actually pay commissions to dealers where the sales were made directly to others. Since the latter part of 1916 this company has never paid commissions to dealers on sales made direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has never given any special concessions in any form directly to buyers.

[fol. 2646]

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the
Mills

This company has never incorporated waterproofing compounds with cement at any of its mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a
Decline in Price

This company's contracts for future delivery contained no clause guaranteeing against decline from at least as early as 1912 to April, 1919.

From April, 1919, to January 31, 1920, this company's contracts contained a clause guaranteeing against decline.

From January 31, 1920, the use of the decline clause was eliminated, but about September, 1920, the company again resumed using it and has continued to do so up to the present time.

[fol. 2646½]

No. 35

Practice as to Making Efforts to Induce Dealers Not To Resell
Below the Consumers' Price

This company has never attempted to induce dealers not to sell below the consumer's price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of
the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they were bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company belonged to the following dealers' organizations and its records indicate that its membership covered in part at least the periods herein given:

The West Virginia Lumber & Builders' Supply Dealers Association from April, 1916, to April, 1917.

Mason Material Dealers Association of New Jersey during 1917.
[fol. 2647] National Builders Supply Association during 1916 and 1917.

New York State Builders Supply Association during 1915 and 1916 and 1917.

Del-Mar-Col Builders Material Association during 1915, 1916 and 1917.

It also belonged to the New England Builders Supply Association during 1916 and 1917.

After the period mentioned this company has belonged to no dealers' organizations.

Examined and found correct.

John C. Bowen.

[fol. 2647½]

DEF'TS' Ex. No. D-517 N

Nazareth Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence, and Quotations and the Ledgers and other Documentary Evidence of Nazareth Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

Prior to 1916 this company's trade quotations were for acceptance within from five to twenty days. From January 1st, 1916, to the present time this company's trade quotations have been for immediate acceptance.

[fol. 2648]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Since January 1st, 1916, this company's trade quotations have been for shipment within fifteen days from the date of the order. Prior to January 1st, 1916, there was no provision as to the time within which shipment must be made.

No. 3

Practice as to Quantity Limit in Trade Quotations

Prior to January 1st, 1916, this company's trade quotations contained no limitation as to the quantity to be ordered. From January 1st, 1916, to the present time the company's trade quotations are limited to one carload unless otherwise expressly stipulated in the quotation.

No. 4

Practice as to Cash Discount

This company allowed a cash discount of one cent a barrel from November 1, 1912, to January 24, 1914, a discount of two cents a barrel from January 24, 1914, to November 14, 1915, a discount of five cents a barrel from November 14, 1915, to July 15, 1920, and a [fol. 2648 $\frac{1}{2}$] discount of ten cents a barrel from July 15, 1920, until the present time.

Since November 1, 1912, the time within which payment must be made has been limited to ten days in the quotations and contracts, but as a matter of practice the company in each year frequently allows the discount when payment is made at a later date.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has been selling its own product since November 1, 1912, and in that time it has always sold at a price including packages and has never sold the cement separate from the packages in which it was contained except sales made in 1920 to the Carolina Portland Cement Company and to the Long Island Railroad Company.

No. 6

Practice as to Dating of Invoices

Since this company commenced selling its own product on November 1, 1912, it has never dated an invoice other than on the day shipment was made.

[fol. 2649]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

Prior to 1916 this company's quotations and contracts do not mention anything concerning responsibility for loss or damage en route. Since January 1, 1916, its quotations and contracts state that it will not be responsible for shortage or damage in transit. In practice the company has always refused to assume responsibility for loss or damage in transit.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Prior to 1916 this company's contracts and quotations did not contain the clause that orders entered for shipment on a specific date will be shipped on that date unless sooner ordered out by the purchaser. This provision is contained in the company's contracts and quotations since January 1st, 1916.

In practice the company has always, both before and after 1916, accepted orders for shipment on a future date, but allowed the customer to advance or extend the shipping date as he desired.

[fol. 2649½]

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids are to be Opened

This company has never limited the time for making specific job quotations to ten days or any other time before the date bids are to be received. Its practice in that respect has varied with the job and the customer.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

Prior to 1916 this company used no specific job quotation forms and had only one form of quotation on which it stated "For specific contracts requiring longer time of delivery, ask for prices."

When prices were asked a memorandum of agreement form was used which was not dated when sent out and only contained an acceptance date.

From January 1, 1916, to December 1, 1916, specific job quotations were limited to acceptance within five days of the award of the contract and thirty days from the date of quotation.

Since December, 1916, the specific job quotations were for acceptance within five days of the formal award of the contract and further for acceptance within a limited time from the date of the quotation, usually fifteen days.

[fol. 2650]

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company has never required the execution of a formal specific job contract following the acceptance of a quotation. The quotation when accepted by the customer and returned to the company constitutes the only contract that the company has ever used. The quotation after acceptance by the customer does not have to be signed or approved by an officer of the company but is binding as soon as accepted by the customer.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering Into a Specific Job Contract with the Dealer

This company has never required the execution of a written contract between the dealer and his customer in cases where it enters into specific job contracts with the dealer.

[fol. 2650½]

No. 13

Practice as to Entering Into a Specific Job Contract with the Dealer Before He had Sold the Cement to the Consumer

This company has never to its knowledge sold cement to dealers on specific job contracts before the dealer had sold the cement to his consumer.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before the Construction Work Was Ready to Proceed

This company has never declined to make a specific job contract because the plans for the construction work had not been drawn or because the time of completion of the construction work had not been estimated or because the bids or proposals for the construction work had not been asked for. The company always has entered into specific job contracts whenever requested.

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job Contract

This company has no record of ever having been asked to bid on a specific job contract for less than one carload.

[fol. 2651]

No. 16

Practice as to Permissible Variations in Quantity of Specific Job Contracts

Since this company began selling direct to customers on November 1st, 1912, and until January 1st, 1916, its practice varied as to the limitation of cement to be delivered under its specific job contracts, the contracts themselves during this period containing no limitation except such as may have been written in on the typewriter in individual cases; since January 1st, 1916, the quantity covered in its specific job contracts has always been estimated, with an allowable variation of ten per cent more or less.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

While the company's specific job quotations and contracts contain the clause, "Quantity to be shipped not to exceed, however, — barrels within any one month," this is never filled in, and a stated maximum of shipments each month is not required to be stated by the customer.

[fol. 2651½]

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly statement from the dealer showing deliveries made by him on specific job contracts.

No. 19

Practice as to Making Blanket Contracts

This company has always made blanket contracts since it began selling direct to its customers in November, 1912.

No. 20

Practice as to Selling Railroads

From 1912 to September 9, 1918, this company has sold railroads and electric lines at consumers' prices; from September 9, 1918, to December 9, 1918, it sold to railroads and electric lines at the Government price; from December 9, 1918, to the present time it has sold railroads and electric lines at dealers' prices. In some cases the sales to railroads and electric lines have been f. o. b. the company's [fol. 2562] plant, in others f. o. b. their lines to nearest junction points; and in other cases f. o. b. point of destination. The sales to railroads and electric lines have always been for future delivery.

No. 21

Practice as to Selling Industrials

This company has always sold to industrials at the consumers' price on contracts for future delivery.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always sold to concrete products manufacturers at the consumers' price, and in some cases for future delivery.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has never provided its salesmen with order blanks to be signed by the customer.

[fol. 2652½]

No. 24

Practice as to a Separate Charge for Bin Tests

This company during 1913 and 1914 and the month of January, 1915, made a charge of six cents a barrel for bin test; from February 1st, 1915, to December 16th, 1915, no charge was made; from December 16th, 1915, to August 2nd, 1921, a charge of three cents per barrel was made; from August 2nd, 1921, to date no charge has been made.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never assumed the expense of commercial laboratory tests since it commenced business in 1912.

No. 26

Practice as to Repurchase of Cloth Sacks

In 1913 this company made allowance in full for all serviceable sacks returned; after 1913 it made full allowance, not only for serviceable sacks but for those actually worn out by continuous service; it has only refused credit on returned sacks which had evidently been abused; and in every year it has paid for some sacks which it was unable to use again.

[fol. 2653] Since May 1, 1920, the company's contracts of sale provided that it retain title to the sacks, and are merely leased to the customer. Prior to that time the sacks were sold and repurchased.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has always quoted and sold to dealers for shipment to towns other than their home towns at dealers' prices.

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not Comply With Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never limited its sales at dealers' prices to persons conforming to the definition of a dealer quoted above.

[fol. 2653½]

No. 29

Practice as to a Dealer's Differential in Price

On January 27th, 1913, this company allowed a dealer's differential of five cents a barrel less than the consumer's price. This differential was observed until December 6th, 1916, when it was advanced to ten cents a barrel, at which figure it has remained since then.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This Company has in every year paid commissions to dealers on cement sold direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has given special concessions to its buyers in many cases since 1913 to the present time.

[fol. 2654]

No. 32

Practice as to Mixing Waterproofing Compounds With Cement at the Mills

This company in 1914 and 1915 mixed waterproofing compounds with cement at the mills to a small extent, but discontinued doing so on September 15th, 1915, because of the bad results which the mixture had upon the machinery and because of its injurious effect upon the employe.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

This company never inserted a clause guaranteeing contracts of sale against a decline in price until May 13, 1919. Such a clause has been inserted in typewriting on its specific job quotations from that date until the present time. The company has never used such a clause in its trade quotations.

[fol. 2654½]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never made any effort to induce dealers not to resell below the consumers' price, nor has it in any way interfered with the price that its dealers would charge on a resale of cement.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They were Bidding

This company has never required dealers to state in their bids the name of the brand on which they were bidding.

No. 37

Practice as to Membership in Dealers' Organizations

From 1913 to May 5, 1917, this company was a member of the Mason Material Dealers' Association of New Jersey and withdrew on the latter date.

From 1914 to May, 1917, they were members of the New York State Builders' Supply Association.

From May, 1917, to the present time, the company has not been a member of any such organization.

Examined and found correct.

Nazareth Cement Co., by S. J. Fehnel.

[fol. 2655]

DEF'TS' EX. No. D-517 O

Penn-Allen Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Penn-Allen Cement Company Showing the Trade Practices of the Company

NOTE.—From 1910 to 1915 the product of this company was sold William G. Hartfrant Cement Company of Philadelphia, so that the trade practice proof of this company will not antedate 1915.

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

In 1915 trade quotations were for acceptance within seven days. In April, 1916, acceptances were limited to five days. This limitation [fol. 2655½] continued until March 27, 1917, since which time quotations have been for immediate acceptance.

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotations

In 1915 this company's quotations were for shipment within thirty days from the date of the quotation. In April, 1919, the quotations were limited to shipment within fifteen days from the date of the quotation and that was effective until March 27, 1917, when it was changed to shipment within fifteen days of the date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

In 1915 trade quotations were for a unit of 150 barrels. In 1916 the quotations were for a unit of 300 barrels, and on March 27, 1917, the unit was changed to one car. This latter unit has been used since that date.

No. 4

Practice as to Cash Discount

From July, 1915, to November, 1915, a cash discount of two cents a barrel was allowed. From November, 1915 to July, 1920, a cash [fol 2656] discount of five cents a barrel was allowed. From July, 1920, to date the cash discount has been ten cents a barrel.

This discount has been allowed only if payment was made within ten days of the date of the invoice. There has been no change in the time in which discount can be taken since this company started to sell its output in 1915.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has never quoted cement at a price excluding packages and has never had any request to sell cement exclusive of packages with the exception of sales made in 1919 and 1922 to the Federal Concrete Company, Buffalo, N. Y.

No. 6

Practice as to Dating of Invoices

This company since it began selling its output in 1915 has never dated an invoice other than on the day shipment was made.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company has never held itself responsible for loss or damage [fol. 2656½] occurring in transit. Since March, 1917, its contracts and quotations have contained a clause disclaiming liability therefor.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Since 1915 this company has not made it a term of sale that orders entered for shipment on a specific date should be shipped out on that date unless sooner ordered out by the purchaser. Where request is made for extension of time of shipment it has always been granted.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time
Bids Are to be Opened

This company has never limited the time for making specific job quotations and has always given them regardless of the time of bidding.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

During 1915 the company's quotations were only good for acceptance [fol. 2657] once within five days from the date quotation was made. Later in the year 1915 this period was extended to seven days. During 1916 quotations were made good for acceptance within a period which varied considerably, sometimes being limited to five days and sometimes to as much as thirty days and sometimes also limited to acceptance within five days of the formal award of the contract.

Since March 27, 1917, the quotation is for acceptance within five days of the formal award of the contract and is void if not accepted within fifteen days from the date of the quotation.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific
Job Quotation Has Been Accepted

This company does not now and never has required the execution of a regular form of specific job contract. The company makes a quotation and when the customer accepts it, that is treated as a contract.

No. 12

Practice as to Requiring a Written Contract Between Dealer and
Consumer Before Entering Into a Specific Job Contract with the
Dealer

This company has never required the execution of a written contract [fol. 2657½] between the dealer and his customer in the cases where the company enters into a specific job contract with the dealer.

No. 13

Practice as to Entering Into a Specific Job Contract with the Dealer,
Before He Had Sold the Cement to the Consumer

This company has never knowingly placed a specific job contract with a dealer until after the dealer had closed his contract with the customer.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before
the Construction Work Was Ready to Proceed

This company has never declined a specific job contract because the plans had not been drawn or because the time of completion of the construction work had not been estimated, but it has declined to make such a contract in cases where the construction work has not yet been asked for.

[fol. 2658]

No. 15

Practice as to Minimum Quantity to be Sold Under a Specific Job
Contract

This company has never made a specific job contract for less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job
Contracts

This company has never provided in its specific job contracts and quotations for a variation over or under the quantity ordered. Its practice has always been to contract for the entire and actual quantity which shall be used in the work, with an estimate as to what that quantity would be.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment Per Month

This company's contracts have never contained a provision for a stated maximum amount of shipment per month on its specific job contracts.

[fol. 2658½]

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer
Holding a Specific Job Contract, Showing His Deliveries on the
Specific Job

This company has never insisted on a signed report from the dealer showing his deliveries on the specific job.

No. 19

Practice as to Making Blanket Contracts

This company has at times made blanket contracts. Such contracts appear in the years 1915, 1916 and 1918.

No. 20

Practice as to Selling Railroads

This company has quoted railroads on current business for shipment within fifteen days and has at times contracted for deliveries of cement to railroads for a period up to one year.

[fol. 2659]

No. 21

Practice as to Selling Industrials

This company since 1915 when it began selling its own product has always sold industrials on current business only for fifteen day shipment. The only exceptions occurred in two cases in 1916. It has always sold industrials for specific work for future delivery.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company since it began selling in 1915, always sold concrete products manufacturers at the consumers' price except where such manufacturers were also dealers. From 1915 to 1919 concrete product manufacturers were sold for thirty days delivery and from 1919 to date for fifteen days shipment.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has never provided its salesmen with a form of order blank and orders from customers are taken orally and by letter or telegram. The company does not insist on a signed order from the customer and never has.

[fol. 2659½]

No. 24

Practice as to a Separate Charge for Bin Tests

This company has made a charge for bin tested cement from March 16, 1917, to May 21, 1921, of three cents per barrel. It has made no separate charge for bin tested cement prior to or subsequent to that period.

No. 25

Practice as to Assuming Expense of Commercial Laboratory Tests

This company has never borne the expense of commercial laboratory tests.

No. 26

Practice as to Repurchase of Cloth Sacks

There has been no change in this company's practice in this regard since 1915. The company does not buy its empty sacks from junk dealers, but will buy them back from anyone else, not limiting the purchase to the original purchaser of the cement. It has also allowed by additional special credit, credit on worthless bags shown on the original credits.

[fol. 2660]

No. 27

Practice as to Quoting Dealers for Shipment to Towns other than
Their Home Towns

This company has always quoted and sold to dealers for shipment to towns other than their home towns.

No. 28

Practice as to Selling at the Dealers' Price to Persons who do not
Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never limited its dealers' price to customers falling within the above definition.

No. 29

Practice as to a Dealer's Differential in Price

This company has always made a distinction between dealers and [fol. 2660½] consumers, the differential being five cents per barrel until December 17, 1916, when it was made ten cents per barrel, at which figure it has remained constant since then.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has never paid commissions to dealers.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has never made any special concessions in any form, directly or indirectly, to buyers.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company incorporates waterproofing compounds with cement at its mills. It has done this off and on since 1914.

[fol. 2661]

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of a price change and it has always made its quotations effective on the date the quotation was made.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

This company never guaranteed a price against decline in its quotations or contracts except in the year 1919.

No. 35

Practice as to Making Efforts to Induce Dealers not to Resell Below the Consumers' Price

This company has never made any effort to interfere in any way with the prices charged on the resale of its cement by its customers.

[fol. 2661½]

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They were Bidding

This company has never attempted to require dealers to state in their bids the name of the brand on which they were bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' association except the Del-Mar-Col of Maryland from 1916 to 1918.

Examined and found correct.

M. J. Trainor.

Pennsylvania Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledger and other Documentary Evidence of Pennsylvania Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

This company has never had any form of trade quotation. Quotations are made to the trade by the company's salesmen verbally, by telephone and by letter. These quotations are made by letter only upon request and contain no time limit for acceptance.

[fol. 2662½]

No. 2

Practice as to time of Shipment of Trade Orders as Specified in Quotation

This company has never used trade quotation forms. Most of the quotations which this company has sent out by letter in response to the request of its customers have contained no limitation as to the time of shipment, although in some instance in 1920 a 15-day limitation as to shipment appears. There is no uniform practice in this respect.

No. 3

Practice as to Quantity Limit in Trade Quotations

This company has never used any form of trade quotation. Its quotations by letter to its customers when made upon request usually quoted on the quantity which the customer desired unless it was less than one carload, in which cases the quotation was given on one carload, and where the customer did not state any quantity in his inquiry the quotation contained no quantity limitation.

No. 4

Practice as to Cash Discount

This company allowed a cash discount of one cent per barrel from [fol. 2663] the latter part of 1907 to January 15th, 1914, inclusive. It allowed a discount of two cents per barrel from January 15th, 1914, to January 16, 1916. It allowed a discount of five cents per barrel from January 16th, 1916, to June 10th, 1920. From the latter date to the present time this cash discount has been ten cents per barrel. It has in many cases allowed the cash discount after the 10-day period had expired.

No. 5

Practice as to Selling Cement at a Price Including Packages

It has always been the uniform practice of this company to quote on cement including packages. The company has no record of ever having quoted prices with the package separate except in cases in which it sold cement in bulk, these exceptions occurring, however, only when bags were unobtainable.

No. 6

Practice as to Dating of Invoices

Since this company has been doing business it has always dated invoices on the date of shipment and there is no record that it has ever dated an invoice other than on the date shipment was made, with the exception that for sometime prior to 1916 the company delivered by truck in New York from its boats, in which case the invoices were dated on the day of delivery. This was discontinued in 1916.

[fol. 2663½]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company's contracts have never contained a clause exempting it from responsibility for loss or damage in transit.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Since 1914 this company's contracts have contained a clause that the cement furnished under the contract must be ordered out prior to a certain date unless the time is extending in writing by the seller. There has never been any other provision in the company's contracts bearing on this question.

No. 9

Practice as to Making Specific Job Quotations in Advance of the
Time Bids are to be Opened

This company has never limited the time for making specific job quotations. It has always quoted when requested without regard to the time when bids are to be opened.

[fol. 2664]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company's specific job quotations have always provided that acceptance must be made within 15 days. This has been the company's practice since as early as 1913.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company has never used a separate form of specific job sales contract. Prior to 1914 the company's quotations were accepted by letter, which constituted a contract. The quotations in use since 1914 when accepted by the customer are signed by an officer of the company and when so signed constitute a contract.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

This company has never required that a written contract be entered into between the dealer and the consumer before it would enter [fol. 2364¹/₂] into a specific job contract with the dealer.

No. 13

Practice as to Entering Into a Specific Job Contract with the Dealer, Before He Had Sold the Cement to the Consumer

This company's practice has always been to sell cement to the dealer on specific job contracts without inquiring whether or not he has sold it to his consumer.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before the Construction Work was Ready to Proceed

This company has never declined a specific job contract because the time of completion of the construction work had not been estimated or because the plans had not been drawn or because the bids or proposals for the construction work had not been asked for.

[fol. 2665]

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job Contract

This company has never quoted and has never been requested to quote on a specific job contract for less than one carload as far as any of the company's records disclose.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

Since at least as early as 1915 this company's specific job contracts have contained a provision that if the amount provided for should be "more or less" it is understood to imply a leeway of not more than 15 per cent. Since that date the company's specific job contracts have either been for a specific amount as stated or for amount with the phrase "more or less."

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's specific job contracts have provided since as early as 1915 that the cement shall be ordered out in equal monthly proportions. This clause is seldom enforced and frequently the customer is permitted to order out the cement on such deliveries as the job requires.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never requested signed monthly statements from the dealer holding a specific job contract showing his deliveries on the specific job except in 1920 when a few requests were made to dealers in New York City for such reports. The company's contracts since as early as 1915 have contained the clause that the company may require the purchaser to furnish satisfactory evidence that the cement is being used in the construction of the work specified, but no other clause bearing on this question has ever appeared in the company's contracts.

No. 19

Practice as to Making Blanket Contracts

This company since as early as 1915 has made blanket contracts.

[fol. 2666]

No. 20

Practice as to Selling Railroads

This company has always since 1915 sold to railroads for their yearly requirements. In some cases the sales were made at the dealers' price and in some at the consumer's price.

No. 21

Practice as to Selling Industrials

The company has always sold to industrial plants and electric lines for their yearly requirements at prices sometimes above the dealers' price and sometimes at the dealers' price.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has sold manufacturers of concrete products sometimes at the dealers' price, and sometimes at the consumers' price, and for delivery within 15 days or without any stated limitation as to shipment, but which the company treats as immediate delivery, as in the case of all trade quotations.

[fol. 2666½]

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

Since as early as 1911 this company has used an order blank which contains a space for the purchaser's signature. This blank is rarely signed by the customer, but the company executes its orders whether the blank is signed by the purchaser or not.

No. 24

Practice as to a Separate Charge for Bin Tests

Prior to June 1st, 1915, this company made a charge of six cents per barrel for bin tests. From June 1st, 1915, to June 3rd, 1921, the charge was three cents per barrel. From June 3rd, 1921, to the present time there has been no charge for bin tests.

No. 25

Practice as to Assuming Expense of Commercial Laboratory Tests

This company has never borne the expense of a commercial laboratory test unless in the case of dispute with a customer as to the quality of the cement furnished him, when a test has been made merely as a matter of settlement of the dispute.

[fol. 2667]

No. 26

Practice as to Repurchase of Cloth Sacks

This company in many instances in every year since at least as early as 1915 has given credit for worthless sacks.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than
Their Home Towns

This company has always quoted to dealers for shipment to towns other than their home towns except in cases where the company had a dealer at the delivery point.

No. 28

Practice as to Selling at a Dealers' Price to Persons Who Do Not
Comply With Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This Company has sold in every year to dealers at the dealers' price who do not comply with the above definition.

[fol. 2667½]

No. 29

Practice as to a Dealer's Differential in Price

This company has never adopted a uniform practice as to dealers' differential, and in every year since it has been in business and up to the present time its differential between dealers' and contractors' prices has varied from 5 to 25 cents and it has been different in each year according to the locality in which the dealer was situated.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has in every year paid commissions to dealers on cement sold direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has from time to time made special concessions to buyers.

[fol. 2668]

No. 32

Practice as to Mixing Waterproofing Compounds With Cement at the Mills

This company's policy has always been not to mix waterproofing compounds with its cement at the mill. There are a very few exceptions to this policy.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

Prior to 1918 this company did not guarantee sales against decline in price. About the middle of that year the company stamped upon its contracts a guaranty that the price of undelivered cement would be adjusted to market price at the date of delivery, but such stamp was used only when the customer requested it.

[fol. 2668½]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never made any efforts to induce dealers not to resell below the consumers' price.

No. 36

Practice as to Requiring Dealers to State In Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company was a member of the Mason Material Dealers Association of New Jersey from 1913 to 1917; the Eastern Pennsylvania Building Material Dealers Association until 1917.

Examined and found correct.

James W. Alder.

[fol. 2669]

DEF'TS' EX. No. D-517Q

Phoenix Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Phoenix Portland Cement Company Showing the Trade Practices of the Company

NOTE.—Prior to 1917 this company's entire product was marketed by the William G. Hartranft Company as sole selling agent, and the company has no record of any trade practices affecting its product prior to that period.

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

This company has used the same form of trade quotations since it [fol. 2669½] commenced to sell direct to the trade. The quotation is not in terms limited for acceptance, but is stated to apply only to immediate orders.

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Since this company began to sell direct in 1917 its trade quotations have all been for shipment within fifteen days from the date of the order.

No. 3

Practice as to Quantity Limit in Trade Quotations

Since this company began selling direct in 1917 its trade quotations have contained a clause that unless otherwise agreed the quotation is limited to one carload of cement.

No. 4

Practice as to Cash Discount

This company allowed a cash discount for payment in full within ten days of the date of the invoice of five cents a barrel, from as far [fol. 2570] back as its records are available until July 15th, 1920. It has allowed a cash discount of ten cents a barrel since that time. It customarily allows the cash discount when payment is made a longer time than ten days from the date of the invoice.

No. 5

Practice as to Selling Cement at a Price Including Packages

As far back as this company's records go it has always quoted and sold cement at a price including package. The only request it had to sell cement separately from the package was from the Bureau of Supply and Accounts of the Navy Department.

No. 6

Practice as to Dating of Invoices

This company has no record of any case in which it has ever dated an invoice other than on the day shipment was made.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

This company has never assumed responsibility for loss or damage en route and has always provided as a term of sale that its responsibility ended with the delivery of the cement to the carrier.

[fol. 2670½]

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company's trade quotations have always contained a clause that orders entered for shipment on a specific date will at its option be shipped on that date unless sooner ordered out by purchaser. There is no record of its ever having enforced this provision.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids Are to be Opened

This company has never declined to make specific job quotations because the bids are not to be received in a specific time. It has always made quotations on request, but as all of the specific job quotations are limited to fifteen days' acceptance the quotation is in fact not effective after that time, and the company does not guarantee the price to be in effect at the time the bids are opened, if that is more than fifteen days after the making of the quotation.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company's specific job quotations are limited for acceptance within fifteen days. There has been no variation in that practice [fol. 2671] since the company commenced to sell in 1917.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

This company now requires the execution of a regular form of specific job sales contract following the acceptance of its quotation. Prior to the summer of 1920 it did not require a separate form of contract, but merely the acceptance at the foot of its specific job quotation.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering Into a Specific Job Contract With the Dealer

This company has never required that a written contract be entered into between the dealer and the consumer before it will enter into a specific job contract with the dealer.

No. 13

Practice as to Entering Into a Specific Job Contract With the Dealer Before He Had Sold the Cement to the Consumer

This company has never to its knowledge sold cement to dealers on specific job contracts before the dealer had sold the cement to his customer.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before the Construction Work Was Ready to Proceed

This company can find no correspondence or records of any case in which it has refused to make a specific job contract because the construction work had not been awarded to the contractor.

No. 15

Practice as to Minimum Quantity to Be Sold Under a Specific Job Contract

This company has never made a specific job contract for less than one carload.

[fol. 2672]

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

This company's specific job contracts have never limited the amount to be called for. The agreement is to furnish the full re-

quirements for the job, with an estimate as to the amount that is to be required.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment per Month

As far back as the company's records go it has always stipulated in its specific job contracts a maximum shipment which it should not be required to exceed in any thirty days, and a period beyond which it should not be required to ship on the contract in any event.

No. 18

Practice as to Requiring a Signed Monthly Report From the Dealer
Holding a Specific Job Contract, Showing His Deliveries on the
Specific Job

This company has never required a signed monthly statement from the dealer showing deliveries made by him on specific job contracts.

[fol. 2672½]

No. 19

Practice as to Making Blanket Contracts

This company has never made any blanket contracts with others than the United States Government, states, counties, municipalities and steam railroads.

No. 20

Practice as to Selling Railroads

During 1917 this company sold railroads their year's requirements on blanket contracts at the consumer's price. Since 1918 it has sold railroads at the dealer's price, but only on its regular specific work contracts or for current shipments within fifteen days.

No. 21

Practice as to Selling Industrials

This company has no contracts in its files showing sales to industrials or electric lines.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always sold at the dealer's price to some concrete products manufacturers. It has no record of having sold any [fol. 2673] concrete products manufacturers for future delivery.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used its own order form, with a place for the signature of the customer, since it began to sell direct in 1917. It is not usual to enforce the signature of the customer, the order usually being signed only by the salesman.

No. 24

Practice as to a Separate Charge for Bin Tests

This company usually made a charge of 3 cents a barrel for bin tested cement from the time it commenced to sell direct to customers until the spring of 1921. Since that date it has made no charge for this service. In some instances it furnished bin tested cement at no extra charge prior to that date.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of commercial laboratory tests since it commenced business.

[fol. 2673½]

No. 26

Practice as to Repurchase of Cloth Sacks

This company has never repurchased cloth sacks from its customers that were not in serviceable condition. There has been no change as to its practice in that regard from that which prevailed while it was selling to the Hartranft Company as its sole selling agent.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has in every year quoted and sold dealers for shipment to towns other than their home towns at the dealers' price.

No. 28

Practice as to Selling at the Dealer's Price to Persons Who Do Not Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling portland cement and other building materials purchased

by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

[fol. 2674] This company has never confined its sales at the dealers' price to persons complying with the above definition.

No. 29

Practice as to a Dealer's Differential in Price

When this company commenced selling direct in January, 1917, it allowed a dealers' differential of 10 cents per barrel below the consumers' price and it has always observed this differential since then.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This company has in every year paid commissions to dealers on cement sold direct to others.

No. 31

Practice as to Giving Special Concessions to Buyers

This company has from time to time made special concessions to buyers to induce sales.

[fol. 2674½]

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has never incorporated waterproofing compounds with cement at its mills.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

Since April 1st, 1919, this company has guaranteed its specific work contracts against a decline in price whenever such a guarantee has been requested by the purchaser. It did not incorporate such a guarantee in its contracts from 1917 to 1919.

[fol. 2675]

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below
the Consumers' Price

This company has never attempted to induce dealers not to resell below the consumers' price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name
of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

No. 37

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization.

Examined and found correct.

A. W. Nash, Jr.

[fol. 2675½]

DEF'TS' EX. NO. D-517R

Security Cement & Lime Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Security Cement & Lime Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

From 1912 to 1916 the time limited for acceptance of trade quotations varied; in some cases no time limit was mentioned, some were for five days' acceptance, some for ten days' acceptance and some for prompt acceptance.

[fol. 2676] From the beginning of 1916 to October 28th, 1916, some were for acceptance within ten days and some were for acceptance within five days.

From October, 1916, until September, 1918, they were for acceptance within fifteen days. Since September, 1918, they have been for immediate acceptance.

This company has always made some trade quotations in special letters instead of on printed quotation forms, and usually such letters have no time limit for acceptance.

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

Prior to 1916 the company's trade quotations were usually limited for shipment within thirty days. Since October, 1916, they have been limited for shipment within fifteen days from the date of order.

No. 3

Practice as to Quantity Limit in Trade Quotations

Prior to September, 1918, this company's trade quotations were in carload lots with no limitation as to the number of carloads.

Since September 13th, 1918, they have been in terms limited to one carload.

[fol. 2676½]

No. 4

Practice as to Cash Discount

This company allowed a cash discount for payment in full within ten days from date of invoice of one cent per barrel from some time in 1911 to February 1st, 1914. It allowed a cash discount of two cents a barrel from February 1st, 1914, to November 17th, 1915; a cash discount of five cents a barrel from November, 1915, to July, 1920, and a cash discount of ten cents a barrel since the latter date.

This company has never strictly enforced the ten day limitation and has frequently allowed cash discounts after the ten day period had expired.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has always quoted and sold cement at a price including packages with the exception of certain sales of cement in bulk and certain contracts with departments of the United States Government. Other than in these cases it has no record of ever having received a request for cement in packages with prices separate.

No. 6

Practice as to Dating of Invoices

This company has, since it has been in business, never dated an invoice other than on the day shipment was made.

[fol. 2677]

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

Prior to 1915 this company's terms of sale were at a price with freight allowed to the customer's station, with a specific disclaimer for liability for loss or damage in transit sometimes included in the contract and sometimes not.

Since January, 1915, the company's printed forms have contained a specific disclaimer of such liability. In practice, however, the company has sometimes assumed and paid claims arising from damage in transit.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

This company's contracts of sale and quotations have never provided that orders entered for shipment on a specific date would be shipped on that date unless sooner ordered out by the purchaser.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids Are to Be Opened

This company has never placed any limitation on the time before bids are received when it will make specific job quotations. It has [fol. 2677½] always made such quotations at any time requested by contractor. There has been no change as to its practice in this regard since 1911.

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

From 1911 to 1916 this company's specific job quotations were limited for acceptance in varying times; in some cases for prompt acceptance, in others for acceptance by return mail and in some instances no time limit was imposed.

From March, 1916, to July, 1916, they were for acceptance within thirty days. Since July, 1916, they have been for acceptance within fifteen days.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotation Has Been Accepted

Prior to 1915 the company had no standard practice. In some cases specific job contract forms were executed and in other cases contracts were consummated by the acceptance of quotations made in letters or otherwise.

During the year 1915 and up to March, 1916, the execution of a written form of specific job contract was required in nearly every case.

Since March, 1916, the company has quoted for specific job contracts on a printed form containing a place for formal acceptance by the customer, and since that date it has not required the execution of a regular form of contract other than the acceptance of its quotation.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

From January, 1915, to March, 1916, the company's contract form contained a clause as follows:

"That the buyer has contract duly signed and executed on the — day of —, with —, contractor, covering the work herein described (for whose benefit this contract is made)."

This provision was abandoned in March, 1916, and this company has not during any other period than that mentioned required a written contract between the dealer and consumer before entering into a specific job contract with the dealer.

[fol. 2678½]

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer, Before He Had Sold the Cement to the Consumer

Prior to 1915 this company's contracts usually made no reference to this subject. From January, 1915 to March, 1916, this company's specific job contracts required a formal written contract in every case.

From March, 1916, to January, 1920, the specific job contracts were limited to the cement "the buyer shall furnish or use on the following described work," and since 1920 the company has inserted a provision in its contracts that the buyers "have actual need for or bona fide order or contract binding you to furnish stated quantity of Portland cement for work described."

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before the Construction Work was Ready to Proceed

This company has no record of ever having declined a specific job contract because the plans for the construction work had not been drawn, because the time of completion of the construction work had not been estimated, or because the bids or proposals for the construction work had not been asked for.

[fol. 2679]

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job Contract

This company has no record of ever having made a specific job contract for less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

Prior to 1915 this company's specific job contracts were not uniform. Some of them stated the maximum quantity that could be called for; some stated the estimated quantity with no restrictions as to variation, and some were for a definite fixed amount with no provision for variation.

From January 1st, 1915, to July, 1916, the contracts were for an approximate quantity with variation limited to ten per cent more or less.

Since 1916 its specific job contracts have been for the entire and actual quantity used in the particular work with an estimate of the amount to be furnished and no limitations as to variations from the estimate.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's specific job contract forms have contained a clause with a space to fill in a stated maximum amount of shipment each [fol. 2679½] month that could be called for in unchanged phraseology since about the beginning of 1915. Prior to that time no regular form was used. In practice this clause is not filled out in many of the specific job contracts the company has executed from 1915 to the present time.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly statement from the dealer showing deliveries made by him on specific job contracts.

No. 19

Practice as to Making Blanket Contracts

This company has from time to time made blanket contracts with the United States Government, states, counties, municipalities, steam railroads and industrials.

During the year 1915 and up to March, 1916, the execution of a written form of specific job contract was required in nearly every case.

Since March, 1916, the company has quoted for specific job contracts on a printed form containing a place for formal acceptance by the customer, and since that date it has not required the execution of a regular form of contract other than the acceptance of its quotation.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering into a Specific Job Contract with the Dealer

From January, 1915, to March, 1916, the company's contract form contained a clause as follows:

"That the buyer has contract duly signed and executed on the — day of —, with —, contractor, covering the work herein described (for whose benefit this contract is made)."

This provision was abandoned in March, 1916, and this company has not during any other period than that mentioned required a written contract between the dealer and consumer before entering into a specific job contract with the dealer.

[fol. 2678½]

No. 13

Practice as to Entering into a Specific Job Contract with the Dealer, Before He Had Sold the Cement to the Consumer

Prior to 1915 this company's contracts usually made no reference to this subject. From January, 1915 to March, 1916, this company's specific job contracts required a formal written contract in every case.

From March, 1916, to January, 1920, the specific job contracts were limited to the cement "the buyer shall furnish or use on the following described work," and since 1920 the company has inserted a provision in its contracts that the buyers "have actual need for or bona fide order or contract binding you to furnish stated quantity of Portland cement for work described."

No. 14

Practice as to Declining to Enter into Specific Job Contracts Before the Construction Work was Ready to Proceed

This company has no record of ever having declined a specific job contract because the plans for the construction work had not been drawn, because the time of completion of the construction work had not been estimated, or because the bids or proposals for the construction work had not been asked for.

[fol. 2679]

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job Contract

This company has no record of ever having made a specific job contract for less than one carload.

No. 16

Practice as to Permissible Variations in Quantity on Specific Job Contracts

Prior to 1915 this company's specific job contracts were not uniform. Some of them stated the maximum quantity that could be called for; some stated the estimated quantity with no restrictions as to variation, and some were for a definite fixed amount with no provision for variation.

From January 1st, 1915, to July, 1916, the contracts were for an approximate quantity with variation limited to ten per cent more or less.

Since 1916 its specific job contracts have been for the entire and actual quantity used in the particular work with an estimate of the amount to be furnished and no limitations as to variations from the estimate.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on Maximum Shipment per Month

This company's specific job contract forms have contained a clause with a space to fill in a stated maximum amount of shipment each [fol. 2679½] month that could be called for in unchanged phraseology since about the beginning of 1915. Prior to that time no regular form was used. In practice this clause is not filled out in many of the specific job contracts the company has executed from 1915 to the present time.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer Holding a Specific Job Contract, Showing His Deliveries on the Specific Job

This company has never required a signed monthly statement from the dealer showing deliveries made by him on specific job contracts.

No. 19

Practice as to Making Blanket Contracts

This company has from time to time made blanket contracts with the United States Government, states, counties, municipalities, steam railroads and industrials.

There has been no change in the company's practice in this regard for at least ten years.

[fol. 2680]

No. 20

Practice as to Selling Railroads

This company's practice as to sales to railroads has not been uniform. Sometimes it has sold on yearly contract requirements, sometimes for specific amounts of cement to be taken during a definite period, sometimes on blanket contracts up to the maximum limit.

No. 21

Practice as to Selling Industrials

This company's practice in regard to sales to industrials has not been uniform. Sometimes it has sold on yearly contract requirements, sometimes for specific amounts of cement to be taken during a definite period, sometimes direct to dealers on regular dealer terms, sometimes on blanket contracts up to a maximum limit.

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has sold in every year to concrete products manufacturers at the dealers' price. Its sales have usually been in carload lots, but it has occasionally sold them a specific tonnage for delivery through a definite period at a fixed price.

[fol. 2680½]

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has used a salesman's order blank since at least as early as 1911. The forms have changed somewhat from time to time. Usually the orders are signed by the salesman and it is not customary to have them signed by the customer.

No. 24

Practice as to a Separate Charge for Bin Tests

This company has made comparatively few contracts which required bin tested cement. Prior to 1916 in some cases it charged five cents a barrel for this service. Since 1916 when a charge has been made it has been at the rate of three cents a barrel.

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests.

This company has not made a practice of bearing charges for commercial laboratory tests, but has occasionally done so.

[fol. 2681]

No. 26

Practice as to Repurchase of Cloth Sacks

Prior to 1920 this company sold sacks and repurchased them. Since 1920 it has retained title to the sacks, charging the customer a deposit to insure their return. The general policy of the company is to repurchase or accept the return of only such sacks as are serviceable and can be used again, but the company is not arbitrary, and frequently allows the claims of customers for the return of more serviceable sacks than the company's inspection justifies.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other than Their Home Towns

This company has always quoted and sold dealers for delivery at towns other than their home towns at the dealers' price.

No. 28

Practice as to Selling at the Dealers' Price to Persons Who Do Not Comply with Following Definition

"A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has never limited its sales at the dealers' price to persons confined to this definition.

No. 29

Practice as to a Dealer's Differential in Price

From 1913 to March, 1916, this company usually made a price to dealers five cents a barrel less than to consumers. Since March, 1916, it has usually made this differential ten cents a barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold
Direct to Consumers

This company has in every year paid some commissions to dealers on cement sold direct to others.

[fol. 2682]

No. 31

Practice as to Giving Special Concessions to Buyers

This company has in every year made special concessions in various forms to buyers to induce sales.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at
the Mills

This company has mixed waterproofing compounds with cement at its mills on request to do so by a customer. It has no record of ever having refused to do this when requested but the requests for this have been infrequent.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price changes.

[fol. 2682½]

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a
Decline in Price

Prior to 1919 none of this company's contracts contained a clause guaranteeing against a decline in price. Since January, 1919, some of its contracts have contained such a clause and others executed at approximately the same date have not contained it.

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below
the Consumers' Price

This company has never prescribed or dictated the price at which a dealer should resell its cement, and usually is not aware of the price obtained by the dealer from the buyer or user of the cement.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the name of the brand on which they are bidding.

[fol. 2683]

No. 37

Practice as to Membership in Dealers' Organizations

This company was a member of the Del-Mar-Col Builders' Material Dealers' Association from 1914 to 1917. It resigned on the latter date and has not been a member of any dealers' association since then.

Examined and found correct.

John J. Porter.

[fol. 2683½]

DEF'TS' EX. NO. D-517S

Vulcanite Portland Cement Company

Trade Practices Exhibit

Summary of the Files of Invoices, Correspondence and Quotations and the Ledgers and Other Documentary Evidence of Vulcanite Portland Cement Company Showing the Trade Practices of the Company

No. 1

Practice as to Time Limit for Acceptance of Trade Quotations

From as early as April, 1913, to January 1st, 1916, the trade quotations of this company have been for a period of acceptance varying between fifteen and thirty days.

Beginning in January, 1916, the company has quoted for immediate orders only.

[fol. 2684]

No. 2

Practice as to Time of Shipment of Trade Orders as Specified in Quotation

During 1914 this company quoted for shipment within a period varying between five and fifteen days. During 1915 and until October of that year the period of limitation for shipment was ten days. From October, 1915, to date the shipping period has been fifteen days.

No. 3

Practice as to Quantity Limit in Trade Quotations

During 1915 and until January 1st, 1916, the company's quotations were limited to three carloads. From January 1, 1916, to date the limit has been one carload, but this restriction is never lived up to.

No. 4

Practice as to Cash Discount

From 1909 to January 21, 1914, this company allowed a cash discount of one cent per barrel for payment in full within ten days from date of invoice.

From January 21, 1914, to November 29, 1915, the discount rate was two cents per barrel.

From November 29, 1915, to July 13, 1920, the discount was five cents per barrel.

[fol. 2684½] From July 14, 1920, to date the discount has been ten cents per barrel.

This company has never insisted strictly upon payment within ten days and there have been instances in every year since 1915 where discount has been allowed upon late payments.

No. 5

Practice as to Selling Cement at a Price Including Packages

This company has never sold cement otherwise than including packages except in cases where cement has been sold in bulk and certain sales to the departments of the Government.

No. 6

Practice as to Dating of Invoices

This company has never dated an invoice other than on the day of shipment.

No. 7

Practice as to Assuming Responsibility for Loss or Damage in Transit

From at least as early as February, 1913, and until May, 1915, this [fol. 2685] company's contracts contained the clause that it would not be responsible for loss incurred during transportation.

From May, 1915, to the beginning of December, 1915, its contracts contained the clause that claims for loss or damage would not be considered unless freight agent's acknowledgment of loss or damage on receipted freight bill and other documents were supplied.

From the beginning of December, 1915, to date the company's contracts have contained the clause that it would not be responsible for shortage or damage occurring in transit.

No. 8

Practice as to Orders Entered for Shipment on a Certain Date

Prior to January 1, 1916, this company did not make it a term of sale that orders would be shipped on the date specified unless sooner ordered out by the purchaser. Since that date the company has made that a term of sale. The company has never enforced this clause and has had no uniform practice in this respect.

No. 9

Practice as to Making Specific Job Quotations in Advance of the Time Bids Are to be Opened

This company has never limited the time for making specific job quotations and has always made them whenever asked for.

[fol. 2685½]

No. 10

Practice as to Time Limit for Acceptance of Specific Job Quotations

This company has always, since as early as 1913, quoted on specific job contracts for acceptance within varying limits. It has, however, never enforced this limitation.

No. 11

Practice as to Requiring Execution of Formal Contract After Specific Job Quotations Has Been Accepted

Prior to March 11, 1920, this company's specific job quotations did not provide that when accepted a formal written contract should be executed. Since that date the quotations have carried the provision that acceptance of the quotation if approved by the company would cause it to send a regular form contract for the customer's signature.

No. 12

Practice as to Requiring a Written Contract Between Dealer and Consumer Before Entering Into a Specific Job Contract with the Dealer

This company has never required the dealer to enter into a written contract with the consumer before entering upon a specific job contract with the dealer.

[fol. 2686]

No. 13

Practice as to Entering Into a Specific Job Contract with the Dealer
Before He Had Sold the Cement to the Consumer

This company has never knowingly entered into a specific job contract with a dealer before the dealer had sold the cement to his customer.

No. 14

Practice as to Declining to Enter Into Specific Job Contracts Before
the Construction Work was Ready to Proceed

This company has never declined to enter into specific job contracts because the construction plans had not been drawn or because the time of the completion of the construction work had not been estimated or because bids or proposals for the construction work had not been asked for.

No. 15

Practice as to Minimum Quantity to be Sold under a Specific Job
Contract

This company has at various times made specific job contracts for less than one carload.

[fol. 2686½]

No. 16

Practice as to Permissible Variations in Quantity on Specific Job
Contracts

This company's specific job contracts have been for a stipulated number of barrels estimated as necessary to fill the requirements of the job; for a maximum quantity; for an estimated quantity, being the requirements of the job; for an amount between a minimum and maximum quantity, and also for an amount varying by 10%.

No. 17

Practice as to Inserting in Specific Job Contracts a Limitation on
Maximum Shipment per Month

This company's specific job quotations and contracts have always specified a stated maximum amount of shipments per month.

No. 18

Practice as to Requiring a Signed Monthly Report from the Dealer
Holding a Specific Job Contract Showing His Deliveries on the
Specific Job

This company has never required a signed monthly report from the dealer showing the deliveries on specific job contracts. The

company's contracts never contained any such provision until March [fol. 2687] 11, 1921, and even since that date the provision has never been enforced.

No. 19

Practice as to Making Blanket Contracts

This company has always made blanket contracts.

No. 20

Practice as to Selling Railroads

This company has always sold railroads annual requirement contracts, sometimes at the consumers' price; sometimes at the dealers' price, and sometimes at a special price below the dealers' price.

No. 21

Practice as to Selling Industrials

This company until the beginning of 1918 sold industrials and electric lines for their yearly requirements through dealers. From the beginning of 1918 this practice has been discontinued and since then they have been handled for 15 day delivery or on specific job contracts.

[fol. 2687½]

No. 22

Practice as to Selling Manufacturers of Concrete Products

This company has always sold manufacturers of concrete products for extended future delivery, but it has never sold them at the dealers' price except prior to March 1, 1915, when the company used no differential.

No. 23

Practice as to the Use of an Order Blank to be Signed by the Customer

This company has never used a form of order to be signed by the customer.

No. 24

Practice as to a Separate Charge for Bin Tests

This company has always made a bin test charge of from six cents to three cents per barrel, until the beginning of 1920, when it discontinued the practice.

1646

[fol. 2688]

No. 25

Practice as to Assuming the Expense of Commercial Laboratory Tests

This company has never borne the expense of commercial laboratory tests.

No. 26

Practice as to Repurchase of Cloth Sacks

This company has repurchased sacks which are not in serviceable condition. The company has at various times purchased sacks from other than the original purchaser.

No. 27

Practice as to Quoting Dealers for Shipment to Towns Other Than Their Home Towns

This company has always in every year since 1914 quoted dealers for shipment to towns other than their home towns at the dealers' price.

No. 28

Practice as to Selling at the Dealers' Price to Persons who do not Comply with Following Definition

"A dealer is a merchant, firm or corporation regularly engaged in selling Portland cement and other building materials purchased by [fol. 2688½] him for resale only, who is also properly equipped with storage facilities, supplied with teams or trucks and is recognized in his home town as a building material dealer."

This company has at various times sold at the dealers' price to persons who do not comply with the definition of a dealer.

No. 29

Practice as to Dealer's Differential in Price

Prior to March 1, 1915, this company used no differential. From March 1, 1915, to December 9, 1916, the differential was five cents per barrel. From December 9, 1916, to date the differential has been 10 cents per barrel.

No. 30

Practice as to Payment of Commissions to Dealers on Cement Sold Direct to Consumers

This company has occasionally paid commissions to dealers on cement sold direct to others.

[fol. 2689]

No. 31

Practice as to Giving Special Concessions to Buyers

This company has never given special concessions to buyers.

No. 32

Practice as to Mixing Waterproofing Compounds with Cement at the Mills

This company has at all times since 1913 mixed waterproofing compounds with cement at its mills, except for brief periods when there was a shortage of labor and supplies.

No. 33

Practice as to Giving Advance Notice of Change in Price

This company has never given advance notice of price change.

No. 34

Practice as to Guaranteeing Sales for Future Delivery Against a Decline in Price

This company had never guaranteed against decline in price until April 2, 1919. From that date until January 19, 1920, its quota-[fol. 2689½] tions and contracts contained a clause guaranteeing against a decline in price. From January, 1920, until November 9, 1920, no such clause appeared. From November 9, 1920, to date the guaranty clause has been used.

No. 35

Practice as to Making Efforts to Induce Dealers Not to Resell Below the Consumers' Price

This company has never made any effort to induce dealers not to resell below the consumers' price.

No. 36

Practice as to Requiring Dealers to State in Their Bids the Name of the Brand on Which They Were Bidding

This company has never required dealers to state in their bids the brand of cement on which they are bidding.

Practice as to Membership in Dealers' Organizations

This company has never been a member of any dealers' organization.

Helen Spitz.

(Here follow Defendants' Exhibits Nos. D-518A, D-518B, D-518C, and D-518D, marked side folio pages 2690, 2691, 2692, and 2693.)

[fols. 2694-2696] DEF'TS' Ex. No. D-538

June 3, 1901.

Messrs. Thorn & Hunkins Lime & Cement Co., St. Louis, Mo.

GENTLEMEN: We take pleasure in advising you that our Company has decided to establish a large plant in the West, from which point we believe, we can supply our product to many of our agents on a better basis than we have been able to do from our mills located in Pennsylvania.

We have purchased 1,000 acres of cement land at Hannibal, Mo., and will start at once the erection of a plant there, the capacity of which will equal or exceed 1,000,000 barrels for the first year, and be increased to 2,000,000 the second year. We confidently expect to commence shipping therefrom on or before May, 1902.

In establishing this plant, we desire it to be understood that sales will be made F. O. B. cars destination in all cases, and this policy will also be adopted on sales from our Pennsylvania mills, as rapidly as arrangements can be consummated.

Respectfully yours, (Signed) A. De Navarro, Second Vice-President. W.E.M.

[fol. 2696½]

DEF'TS' Ex. No. D-539

New York, January 24, 1920.

Mr. L. R. Burch:

Referring to your inquiry of me this morning in regard to the reasons which must soon be given for our not taking all contract business which is offered to us or on which we are asked to bid. We want to tell them the truth. I want to be sure that you express the truth correctly, and be very sure that you watch the District Managers to see that all letters convey exactly what you intend they should.

The facts are these: manufacturing conditions are extremely uncertain; stocks of cement are very low; we have booked a reasonable amount of business; other concerns are keeping right on booking it, in spite of the fact that they have sold more than they can deliver,

WAS THE TRADE PRACTICE CHARGED FOLLOWING PUBLICATION OF THE REPORT OF THE TRADE PRACTICE COMMITTEE OF 1919, 1920, 1921, 1922 TO CONFORM TO ITS RECOMMENDATIONS?

REPORT NUMBER		PRACTICE		QUALITY		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA		ALMA			
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* ANSWERS TO NO. 4 SO MARKED INDICATE ALLOWANCES MADE IN PRACTICE AFTER 10 DAYS
 ** TRADE COMMITTEES BY LETTER NO; CIRCULAR TRADE COMMITTEES YES

WAS THE TRADE PRACTICE CHANGED FOLLOWING PUBLICATION OF
THE REPORT OF THE TRADE PRACTICE COMMITTEE OF 1915, 1916, 1918, 1919
TO CONFORM TO ITS RECOMMENDATIONS ?

REPORT NUMBERS	1919	1918	1916	1915	PRACTICE														COMMERCE SELLING IN 1917				COMMERCE SELLING IN 1917				COMMERCE SELLING IN 1917				COMMERCE SELLING IN 1917				COMMERCE SELLING IN 1917				
					ALLEGEDLY	ALPHA	ATLAS	BATH	CONLEY	DEXTER	EDISON	GLASS FALLS	HERCULES	LANCASHIRE	LAWRENCE	LEHIGH	MAZARETH	PENN-ALLEN	PENNSYLVANIA	PHOENIX	SECURITY	VOLCANITE																	
11	6				RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
12	9	7	7	7	RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
13	16	16	16	16	RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
14	7	16	16	16	RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
15	7				RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
16	7				RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
17	7				RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
18	10	8	8	8	RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
19	8	8	8	8	RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES
20	17	17	17	17	RECOMMENDATION OF PRACTICE CONTRACT AFTER SPECIFIC JOB COMMITMENT HAS BEEN ACCEPTED	1904 NO	1905 NO	1915 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES	1916 YES

HAS THE TRADE PRACTICE CHANGED FOLLOWING PUBLICATION OF THE REPORT OF THE TRADE PRACTICE COMMITTEE OF 1915, 1916, 1918, 1919 TO CONFORM TO ITS RECOMMENDATIONS ?

REPORT NUMBERS	PRACTICE										RECORDS IN 1918 ONLY					RECORDS IN 1917					RECORDS IN 1916				
	NUMBERS	ALSTOWN	ALPVA	ATLAS	BATH	CORLAY	DEXTER (SPECIALTY PAPER TO TRADE INDUSTRY IN SOME COUNTRIES 1918 ONLY)	GLASS FALLS	HERSCHEL	LAWRENCE	LEHIGH	KANAWHA	PERM-ALLEN	PENNSYLVANIA	PROCTOR (COMMERCIAL SELLING IN 1917)	SECURITY	VULCANITE								
1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932								
21	17	17	17	SELLING INDUSTRIALS	94	95	96	97	98	99	100	101	102	103	104	105	106								
22	17	17	17	SELLING MANUFACTURERS OF CONCRETE PRODUCTS	94	95	96	97	98	99	100	101	102	103	104	105	106								
23	11	10	10	10	USE OF ORDER BLANK TO BE SHOWN BY THE CUSTOMER	94	95	96	97	98	99	100	101	102	103	104	105								
24	12	21	21	21	SEPARATE CHARGE FOR IN TESTS	94	95	96	97	98	99	100	101	102	103	104	105								
25	13	22	22	22	ASSUMING EXPENSE OF COMMERCIAL LABORATORY TESTS	94	95	96	97	98	99	100	101	102	103	104	105								
26	14	23	23	23	PURCHASE OF CLOTH BAGS	94	95	96	97	98	99	100	101	102	103	104	105								
27	15	6	6	6	NOTIFYING DEALERS FOR SUPPORT TO TOWNS OTHER THAN THEIR HOME TOWNS	94	95	96	97	98	99	100	101	102	103	104	105								
28	16	1	1	1	DEFINITION OF A DEALER (SEE BELOW)	94	95	96	97	98	99	100	101	102	103	104	105								
29	17	3	3	3	DEALERS DIFFERENTIAL IN PRICE	94	95	96	97	98	99	100	101	102	103	104	105								
30	18	5	5	5	DEFINITION OF A DEALER: "A DEALER IS A MERCHANT, FIRM, OR CORPORATION REGULARLY ENGAGED IN SELLING PORTLAND CEMENT AND OTHER BUILDING MATERIALS PURCHASED BY INDIVIDUALS, FIRMS, OR CORPORATIONS, AND WHOSE BUSINESS IS TO BE CONSIDERED AS A WHOLESALE BUSINESS, AND IS RECORDED IN HIS HOME TOWN AS A BUILDING MATERIAL DEALER."	94	95	96	97	98	99	100	101	102	103	104	105								

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in my judgment, but they are banking on the likelihood that a good deal of the business that they take cannot be started or finished because of shortage in labor, materials, etc.; we prefer not to accept contracts which we feel there is a serious doubt about our filling on schedule; we think it is the honest thing to do, and in writing to the dealer the thing to bring out to him is, that we have booked a reasonable amount of business, and that amount plus what we must [fol. 2697] make and hold for Atlas dealers' warehouse business is all we can commit ourselves to at the moment; if conditions change, and as they change, we will take on a few more contracts.

If we did not believe in protecting the Atlas dealer for his warehouse business, which we think is very essential to him, then we could go on as some others are doing and take a lot of contracts and squeeze the dealer, but we will not do it.

As to the contractor. The reason we are not accepting all contract business which is offered to us, is for exactly the same reason—namely, we have accepted a reasonable amount, we do not believe it is fair to the contractor to accept his order, as is being done by a good many others, (when if every one got what he thought he was going to get, the other concerns could not manufacture or ship it) and therefore we tell the contractor the facts now instead of at a time when he has made his arrangements to depend on us. It does not mean that you will have to stop taking all business, and of course Atlas customers, our steady trade, is to be preferred at all times; but you will have to use judgment in order to be fair to yourself and to the other fellow.

Yours very truly, J.R.M.

[fol. 2697½]

DEF'TS' Ex. No. D-540

November 5, 1920.

Mr. M. J. Frostholm, Syracuse, N. Y.

DEAR FROSTHOLM: It will be all right for you to quote on the basis of \$4.13 Syracuse to meet the Hudson River competition. You, of course, will not make any change on the Oberdorfer job unless they kick.

Yours very truly, Charles H. Cox.

[fol. 2698]

DEF'TS' Ex. No. D-541

Mr. E. P. Alker

Dec. 8, 1920.

Mr. H. A. Moore:

We are in receipt of your letter of Dec. 6th and note what you say in regard to prices being quoted by the Lehigh, Hercules, Vulcanite, Dexter, and Allentown Cement Companies. I understand

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that at the present time all the cement companies have put in a Universal base of \$2.05 per bbl. which of course we will have to follow.

If you hear of any other prices different from the above, I would thank you to advise me.

Yours truly, ———, Sales Manager. EPA:MC.

[fol. 2698½]

DEF'TS' Ex. No. D-542

November 11th, 1920.

Mr. M. J. Frostholt, Syracuse, N. Y.

DEAR FROSTHOLT: Business has fallen off very much all over the country, and you will have to plug for every order you get.

I note that you say that various of the cement companies will take contracts, guaranteeing price against decline. We will include such a clause in our contract if the purchaser so wishes, and you will bear this in mind when talking to prospective buyers.

Yours very truly, Charles H. Cox.

[fol. 2699]

DEF'TS' Ex. No. D-543

Mr. E. P. Alker

Nov. 6, 1920.

Mr. G. M. Clukas:

We are in receipt of your letter of Nov. 4th and note very carefully what you say in regard to the different prices quoted by various cement companies. You will have to meet conditions as you find them and use the Hudson Base where necessary.

Yours very truly, ———, Sales Manager. EPA:MC.

[fol. 2699½]

DEF'TS' Ex. No. D-544

The H. Wales Lines Co.

Meriden, Conn., December 13, 1920.

The Dexter Portland Cement Co., Nazareth, Pa.

GENTLEMEN: We have your favor of the 9th instant, with which you enclose credit memorandum for difference in price on car shipped to the Westerly Lumber Co. December 1st. We note you state that the present price is \$4.11 instead of \$4.10, and that the universal freight rate is \$1.06. We note that the old universal freight rate was 75¢ per barrel, and 40% added to that would bring it up to \$1.05.

Although this is a small matter, we feel that it is necessary to bring to your attention the fact that other cement companies are quoting and shipping at a price based on the freight rate of \$1.05, [fol. 2700] and to substantiate this statement we are enclosing copy of a quotation dated December 11, in which the Lehigh Portland Cement Co. quote us as consumers \$4.20 per barrel f. o. b. Meriden.

Please give this matter careful attention and advise us at the earliest possible date whether or not we should base our quotation prices on the \$1.05 or the \$1.03 rate.

Very truly yours, The H. Wales Lines Co., by L. Learmont.

Lehigh Portland Cement Co.

Allentown, Pa., Dec. 11, 1920.

H. Wales Lines Co., Meriden, Conn.:

We take pleasure in quoting you on Lehigh Portland Cement delivered in carload lots F. O. B. cars your station:

In cloth sacks \$4.20 per standard barrel including four (4) sacks.

In paper bags seventy (70) cents per barrel less than cloth.

Prices for immediate acceptance.

[fols 2700½-2702] These shipments to be made within fifteen (15) days from date of order.

Quantity not to exceed one car unless otherwise agreed to.

This quotation is subject to change without notice and is not binding until orders have been accepted in writing by this Company.

Prices for specific work, requiring delivery beyond fifteen days, will be quoted upon application accompanied by full information and detailed description of work.

Terms.—On approved credit, net thirty days, or ten cents per barrel discount for payment in full including sacks within ten days from date of invoice.

This quotation is subject to terms, conditions and limitations on both sides hereof.

Yours very truly, Lehigh Portland Cement Co. B. L. Swett,
Eastern Sales Manager.

[fol. 2702½]

DEF'TS' Ex. No. D-545

12-18-1920.

The H. Wales Lines Co., Meriden, Conn.:

GENTLEMEN: Referring to the freight rate of 75 cents per barrel from the Universal to New England points, we wish to advise that actually figuring the 40% plus war tax, makes the present rate \$1.06. However as most of the other companies figure and quote at \$1.05 per barrel, it will be in order to abide by \$1.05 until a further change is made.

Very truly yours, — — —, Manager of Sales. HF:C.

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, 12/18/20. 191-. Salesman: Henry Office: Buffalo.

1. What information regarding competitors or quotations did you get during the week?

Mr. Drake of the Elmira Bldrs. told me that Atlas & Edison were offering dealers same proposition as the Hercules Co. in regards to contracting for 1921 warehouse requirements. Showed me the Edison form of contract. All competitors active.

2. What special inducement of any nature are competitors offering in your territory?

See above.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None.

[fol. 2703½] 5. Give the complete History of any complaints that you may have on competitors' brands of cement.

None.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reasons of dissatisfaction.

Those on whom I called all stated that they could have sold more cement this year, but under the circumstances were satisfied that we had done the very best possible for them.

7. What suggestions have you for improving our methods of handling business in your territory?

None at present. Active solicitation of business early in Spring will, I believe, help.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

Not at present.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Business for next 30 days will not be very good.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Pleased. Are especially well satisfied with the dealer calendars.

Remarks: — — —.

Yours very truly, Geo. M. Henry, Salesman.

[fol. 2704]

DEF'TS' Ex. No. D-547 .

Western Union Telegram

Baltimore, Md., 1921, Feb. 3.

Pennsylvania Cement Co., 813 Commercial Building, Philadelphia, Penn.:

Atlas Lehigh three four eight ten cents discount.

Speight.

[fol. 2704½]

DEF'TS' Ex. No. D-548

Philadelphia Office

February 3, 1921.

Mr. L. R. C. Speights:

I have your telegram of this date, advising me that Atlas and Lehigh are quoting \$3.48 per barrel f. o. b. Baltimore subject to 10¢ per barrel cash discount. This beats our present price 5¢ per barrel and I am not in a position to tell you that we can meet it at this time.

The best thing to do will be to mark time for two or three days and see what develops in the price situation.

I do not think there is any question that we will be able to meet competition in Baltimore and Washington, but at the present moment, I cannot tell you that our price will be \$3.48.

Please give me any further information you are able to find regarding prices made by other Companies, and to whom the prices of the Atlas and Lehigh Companies were given.

Yours very truly, — — —, District Sales Manager. HAM/

JKS.

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[fol. 2705]

DEF'TS' Ex. No. D-549

Philadelphia Office

February 4, 1921.

Mr. L. R. C. Speights:

You may quote dealers in Baltimore and Washington, for delivery to those two points, \$3.48 per barrel, less then cents per barrel for discount, until further notice.

It is not our intention to actively solicit business at this price at the present time, but to take care of anything that may come up either for dealer's warehouse requirements, or for contract, for a reasonable amount, which they may want us to protect.

In cases where the freight absorption would be too great when figuring on the Universal Base of \$1.80, I would like to have you take up the question of price with me before naming it, but Baltimore and Washington deliveries at the above price are all right.

Yours very truly, ———, District Sales Manager. HAM/
JKS.

[fol. 2705½]

DEF'TS' Ex. No. D-550

The Cumberland Hydraulic Cement & Mfg. Co.
Cumberland, Md.

Jan. 28, 1921.

Lawrence Cement Co., New York City:

We herewith enclose you quotation from the Phoenix Portland Cement Company which shows a reduction in the price of paper bags from 30c. to 25c. This quotation is also made by the Atlas Portland Cement Company, and we presume that it is your desire to quote Dragon in paper on the same basis.

Yours truly, W. L. Sperry, President.

[fol. 2706]

DEF'TS' Ex. No. D-551

Feb. 8, 1921.

Messrs. Mathesius, Wight, Furbush, Bigbie, Kahn, Thon, Swett:

I was very much encouraged to have Ed. Mathesius telephone into the office before 11 o'clock yesterday morning to the effect that the first two dealers he called on yesterday placed an order with him for immediate shipment, and better still in a sense, was Eddie's advice to the effect that he noted a distinct change in the attitude of the dealers—they seemed to be in a more optimistic frame of mind; more buoyant, and apparently of the opinion that building is about to get started. It was not long thereafter when Hal Swett

telephoned in two cars for immediate shipment to two different customers.

I honestly believe that all that is necessary to get things opened up is a slight impetus to the "ship now" movement, and if the rest of you men find that business in your respective territories is still very quiet, cite these instances of free booking in New Jersey and Long Island as indicating that things are opening up, and that if it [fol. 2706½] is at all possible for the dealers to take in a carload of cement at this time, be sure and take advantage of the opportunity for securing prompt shipment (with price guaranteed against decline up to and including March 31st, 1921) so that they will be sure and have some cement in stock to supply their trade as it is required rather than to hold off until they have an actual demand and then perhaps be confronted by shipping delay, due to the fact that everybody will be wanting cement at the one time.

I have told Mr. Mambert that the New York Division would ship at least 25,000 barrels during the month of February. Up to yesterday, our total was 4502 barrels, which leaves about 20,000 more that you men must produce for us to ship the balance of the month. I therefore want to ask you to put forth extra effort to bring about the desired result. Use the telephone and telegraph freely and pull for every car that you think can be shipped between now and the end of the month.

Raw.

[fol. 2707]

DEF'TS' Ex. No. D-552

Security Cement & Lime Co.

Inter-Departmental Correspondence, G.S.M.'s Office

Date: 2/2/21.

To Mr. H. S. Rayner.

DEAR HARRY: Answering yours of Jan. 31st and confirming our several 'phone talks.

From prices checked up in Balto., Wash., and Cumberland, the indications are, that the Atlas Co. is making the same delivered price to the dealer in cloth as that made by the Universal—the Atlas, however, giving 10c discount while the Universal gives 5. This means that the Universal base price is the one on which companies are now working and it further means that the dealer who does not discount his bills pays in Balto. and Wash. \$3.48 per bbl. If he discounts, Atlas costs him 5c less per bbl. than Universal. Unless we find some contrary information, new quotations on this basis will be sent to all our trade, tomorrow, Thursday. Meanwhile, to all of those whom you can reach you had better give a quotation on this basis.

[fol. 2707½] Glad to know of the progress made with Mr. Staub toward reinstating security in his favor. He certainly has dealt

with us long enough to know how we play and I am hoping that you will impress upon John Kelly the necessity for switching that business to security.

Your comments regarding the Davison Chem. Co. indicate that we may be able to nose in on this. I would ask you to please keep both these subjects before you so that you can hit them from different angles from time to time rather than wait on the dealers to do anything of their own accord.

When will Ober & Sons likely start to order Berkley Hydrate? All orders are a little slow now but I am hoping by everyone of us going after everything possible to make a fair showing for February and March.

Between now and February 15th, please try to get both the National and the Maryland Lime and Cement in a frame of mind to take some cement in some one of their warehouses during February and an additional quantity during March. If we could move a total of 5000 bbls., split up between the two concerns between Feb. 15th and 28th, it would be helpful.

H. B. Warner.

[fol. 2708]

DEF'ts' Ex. No. D-553

Pennsylvania Cement Co.

From Philadelphia Office, Inter-Office Letter

To Mr. E. P. Alker.

January 28, 1921.

I enclose herewith copy of a letter received from Mr. Marshall today, indicating that other Companies are quoting less than a 10c differential to the D. L. & W. Railroad on their requirements.

While we are quoting the Railroad Companies on a 10c advance above dealers' prices, it is very evident, from Marshall's report, that other Companies are quoting a straight dealer's price to Railroads. [fol. 2708½] I would be glad to hear from you again regarding this class of business.

Yours very truly, H. A. Moore, District Sales Manager.

Mr. E. P. Alker

Jan. 29, 1921.

H. A. Moore:

In reply to your letter of Jan. 28th wish to advise that we will quote the dealer's price to railroads, in order to meet competition.

Yours truly, — — —, Sales Manager. EPA:MC.

[fol. 2709]

DEF'TS' EX. No. D-554

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, 2/5/21. Salesman: J. L. Hall. Office: Buffalo.

1. What information regarding competitors or quotations did you get during the week?

Edison quoting 5¢ lower in Fonda Penna shipping on low price contract into Schenectady and work is not going ahead at present.

2. What special inducement of any nature are competitors offering in your territory?

None.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

[fol. 2709½] 4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

None.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

Ironclad quoted John P. Dugan, Amsterdam, N. Y. who has the contract for the paving work at Johnstown, N. Y. dealers' price, Dugan handles Ironclad at Amsterdam.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Guy Park Cement Co. Amsterdam N. Y. complained about the tearing of bags every time a car door was opened.

7. What suggestions have you for improving our methods of handling business in your territory?

None.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

No.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Quiet.

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[fol. 2710] 10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Very well satisfied.

Remarks: —.

Yours very truly, J. L. Hall, Salesman.

[fol. 2710½]

DEF'TS' EX. No. D-555

Nazareth Cement Company

Nazareth Sales Office

Subject: —.

February 8, 1921.

John W. Ramsay, Sales Mgr., Boston Office:

The Lehigh Valley price to Warren Bros. Co. delivered Tioga, Mansfield and Lambs Creek, Tioga Co., Pa., is \$3.73 made up of \$2.10 bulk cement, \$1.00 for duck bags and 63¢ for freight. The Universal price to these points is \$3.64 made up of \$1.90 bulk, \$1.00 bags and 74¢ freight. We would, therefore, have to quote the Universal price of \$3.64 and absorb the difference or 9¢ per bbl. and which would give us \$2.01 for bulk cement.

The Boss says this is O. K. and you can quote them on this basis.

Yours truly, — —.

[fol. 2711]

DEF'TS' EX. No. D-556

Nazareth Cement Company

Boston Office

Subject: —.

3/7/21.

Mr. S. J. Fehney, Nazareth, Penna.:

Our Mr. J. M. Ahern reports that the Atlas Company is quoting dealers in Waterbury, Conn., a price of \$3.76 per bbl., and as you know, our price is \$3.77.

Would like to know whether we can meet the issue or not.

Very truly yours, John W. Ramsay.

[fol. 2711½]

DEF'TS' EX. No. D-557

Confidential.

March 8, 1921.

Messrs. Furbush, Bigbie, Thon, Swett, Kahn, Wight, Mathesius:

While I know that an active demand for cement has not yet developed, it certainly is discouraging to get nothing but reports from

the field force. Here it is the 8th of the month, and we, the Company, have shipped the huge (?) total of 6,451½ barrels of cement during the first seven days of the month.

Last month we shipped a total of 32,000 barrels as against some 64,000 barrels which I understand were shipped by the "Pennsylvania Company," 49,000 barrels shipped by the "Dragon Company," etc., etc.—In fact, we were even out-shipped some 7,000 barrels by the small "Giant Company."

Now, I tell you, we, each and everyone of us, will have to perk up and dig up business, otherwise we all will be looking for other jobs.

Raw.

[fol. 2712]

DEF'TS' EX. No. D-558

Erie Contractors Supply Co.

Erie, Penna.

Mar. 9, 1921.

Dexter Portland Cement Co., Nazareth, Pa.

DEAR SIR: The Universal, Vulcanite, Alpha, Atlas and Cre-cent cement are all quoting the price of \$3.33 per barrel less ten cents per barrel discount if paid within ten days from date of invoice. We wonder whether or not you can meet this price so that we can be in the market for carload lots.

A prompt reply will be appreciated.

Very truly yours, Erie Contractors Supply Co. G. S. Stage,
President.

[fol. 2712½]

DEF'TS' EX. No. D-559

Mch. 16, 1921.

Erie Contractors Supply Co., Erie, Pa.

GENTLEMEN: Replying to your letter of the 9th inst., we would cheerfully accept order from you for prompt shipment at \$3.33 per bbl., less 10c. per bbl., discount if paid within ten days from date of invoice.

Very truly yours, ———, Manager of Sales.

[fol. 2713]

DEF'TS' EX. No. D-560

Messrs. Bigbie, Furbush, Thon, Kahu, Swett, Wight, Mathesius:

N. Y., March 28, 1921.

Effective immediately we are reducing our cloth sack charge to the basis of forty (40) cents per barrel (ten cents per sack) which means a reduction of sixty (60) cents per barrel in the gross delivered price.

The marking for the ten cent package will be a small script letter "d" following the capital script letter "E" on the reverse of the sack near the neck. This marking will supersede any previous marking on the face of the sack.

Please acknowledge receipt and advise your understanding.

FAS/JN.

[fol. 2713½]

DEF'TS' Ex. No. D-561

Edison Portland Cement Co.

N. Y. City, March 29, 1921.

DEAR SIR:

Announcing a Reduction in Our Gross Price to You of Sixty Cents (60¢) per Bbl.

Effective today Edison cloth bags will be leased to the purchaser of Edison Cement at the rate of 10¢ each;—that is to say, the bags will be charged at 10¢ and refund made in the same amount, subject to the conditions specified on the back of this letter.

We have also changed the valuation of Edison paper sacks from 25¢ to 15¢ per Barrel. These paper sacks are not redeemable.

On this new cloth and paper sack valuation basis, we quote you — per barrel in cloth bags, f. o. b. cars, your station.

[fols. 2714 & 2715] Shipments in paper sacks, 25¢ per barrel less than price just quoted for shipment in cloth.

This quotation applies on one carload for immediate acceptance and immediate shipment—incidentally, we have a large stock of cement on hand, assuring the prompt filling of orders.

Please note that on approved credit, we will allow 10¢ per barrel discount for cash paid within 10 days from date of invoice, or 30 days net.

We believe the above quotation is a particularly favorable one, and urge your taking advantage of the opportunity of securing prompt shipment prior to the demand which we believe will follow in the face of this substantial reduction in gross price just at the beginning of the active building season.

Edison Portland Cement Co.

[fol. 2716]

DEF'TS' Ex. No. D-562

March 5, 1921.

Alabama Produce Co., Basom, New York.

Attention Mr. W. B. Brigg

GENTLEMEN: Our Mr. Bigbie has written us of the nice visit he had with you, and we are very hopeful that a little later on when

the building business gets actively under way, we will have the pleasure of supplying at least part of your cement requirements.

We make a specialty of dealer trade business, and having in mind the difficulty experienced last year by the trade in getting cement not previously contracted for, we have evolved a plan of dealer-warehouse requirement protection that has already met with much favor on the part of our dealer friends to whom it has been submitted. Mr. Bigbie doubtless explained this to you, however, I am writing this in confirmation for your further consideration.

The practical working out of this plan, is to give the dealer an [fol. 2716½] option on a certain quantity of cement, to be shipped during specified months of the year, while we on our part are able to gauge the warehouse needs of our customers and can accordingly prepare ourselves by having a sufficient stock on hand to supply their needs.

We appreciate that it is very difficult this early in the year to accurately gauge the demands of your trade after business once gets under way, and we therefore offer you the privilege of the cancellation of any one month's schedule booking if it is found that cement has not moved as quickly as anticipated and you are not in position to take in the schedule car; you are likewise under no obligation to accept the cement if our price is not as low or lower than that of other standard brands. There is therefore no real obligation on your part in executing such dealer-warehouse contract, although, we ask in all fairness to our other customers and ourselves that the dealers to whom this protective measure is submitted, do not subscribe for more cement than they really believe they will be able to take care of. We attach two copies of such dealer-warehouse contract for your further consideration, and if you feel as we do, that by reason of light business at the present time, there is going to be a very heavy demand later on in the season, with very likely the same congestion of orders that existed last year, you may be inclined to protect yourselves for a limited quantity.

I would like very much to see you get started with Edison, if it is only to the extent of one carload, because I believe that we can [fol. 2717] take such good care of you as to warrant a continuance of your business.

We will greatly appreciate it if you will let us hear from you at your convenience. In the meanwhile, remain, with best wishes.

Very truly yours, RAW., Vice-President.

Town—Basom.

County—Genesee.

State—N. Y.

Salesman—W. H. Bigbie.

Date—Feb. 28, '21.

Parties on whom I called—Alabama Produce Co., A. A. Grinnell Yard.

Interviewed—W. B. Brigg.

Dlrs., Con., Ind., Arch.

Brands—Alpha.

Barrels per year—750 to 1,500.

Stock on hand—Low.

State briefly attitude of above parties toward "Edison" (Product, Policies or Organization)—Rather dissatisfied with Alpha treatment last year and very good prospect. Write him in detail regarding dealers-warehouse contract. Add to mailing list if not already on same.

[fol. 2717½]

DEF'TS' Ex. No. D-563

The H. Wales Lines Co.

Meriden, Conn., April 8, 1921.

Dexter Portland Cement Co., Nazareth, Pa.

GENTLEMEN: We are in receipt of letter from the Windsor Cement Co., Inc., of Hartford, Conn., which reads as follows:

"Re Dexter Contracts—Hartford-Conn. Trust Building, Travelers Insurance Co.

We note shipments of cement on above contracts are being billed at twenty-three cents per barrel above the contract price which increase, we understand, is for the increase in freight charges that went into effect after contract was closed.

[fol. 2718] For your information, we have a contract with the Atlas Cement Co. on the above work, and they add only twenty-one cents per barrel for freight increase.

We understand most of the Pennsylvania mills are absorbing the two cents per barrel difference in increase over the Hudson River rates.

Will you kindly take this up with the Dexter Cement Co. and arrange with them to bill on the basis of the Hudson River rate?"

This would also apply to the St. Francis Hospital contract on which we are not shipping two cars per month.

Will you kindly advise what we may say to the Windsor Cement Co. on this matter.

Very truly yours, The H. Wales Lines Co. E. C. W.

[fol. 2718½]

DEF'TS' Ex. No. D-564

4-12-1921.

The H. Wales Lines Co., Meriden, Conn.

GENTLEMEN: Referring to yours of the 8th inst., in regard to the price on your contracts at Hartford, Conn., wish to advise that hereafter we will invoice shipments to apply against the contracts in question 2 cents per barrel less than formerly, in order to meet the Hudson River price.

Thanking you for calling this matter to our attention, we are,
 Very truly yours, — — —, Manager of Sales. HY:C.

[fol. 2719]

DEF'TS' Ex. No. D-565

April 9, 1921.

DEAR MR. WHITE: Referring to your letter of March 29th, with regard to the Dalton situation, while it is expected that each salesman will handle his territory to best advantage and as long as the territory is properly covered, we will be satisfied, nevertheless I find by examining your daily reports that you were in the vicinity of Dalton on several occasions between February first and March 4th and as there is a street car line to Dalton, it would seem that you could have easily visited that point at an earlier date.

I note the result of your visit to Dalton and it would seem as though very little was accomplished. Certainly, with the facts you have in hand with respect to Crane & Company, it would seem as though you should be able to either convince Mr. Adams that he should use Knickerbocker or secure some other dealer. I believe if the situation is strongly presented to Mr. Adams that he could be persuaded to handle Knickerbocker and if he declined to do so and there is no other dealer to be secured at Dalton, then I may be able through Mr. Winthrop Crane or Mr. Daniels to have Knickerbocker absolutely specified for the work of Crane & Company and [fol. 2719½] this would probably have considerable influence with Mr. Adams.

There also may be other mills in the locality of Dalton who on account of friendship for myself or Mr. Daniels could be persuaded to specify Knickerbocker and I think if the matter is handled properly, we can secure the necessary co-operation from the local Dalton dealers.

I am rather afraid that you are not persistent enough in your efforts to place our cement and while I do not wish to criticize unnecessarily, the fact remains that out of thirty new dealers secured this year, you have added only one in your territory. I hope that your efforts to secure new dealers will meet with better results in the next thirty days.

Very truly yours, — — —, President. ADN:W.

[fol. 2720]

DEF'TS' Ex. No. D-566

Knickerbocker Portland Cement Company, Inc.

New York, N. Y.

May 5, 1921.

Mr. W. M. Floring, Assistant to the President, Sales Dept., Knickerbocker Portland Cement Company, Inc., New York City.

MY DEAR MR. FLORING: Upon looking over our list of dealers I find that we only have eight in the State of Vermont.

I would suggest that this State be given special attention.

Yours very truly, A. D. Naylor, President.

[fol. 2720½]

DEF'TS' Ex. No. D-567

May 5, 1921.

MY DEAR MR. STINSON: Upon looking over our list of dealers I find that we only have eight in the State of New Hampshire. I also find that we did not ship a single barrel into New Hampshire during April this year. It looks as though we would have to give this State some very special attention.

Yours very truly, A. D. Naylor, President.

Copy to Mr. Floring.

[fol. 2721]

DEF'TS' Ex. No. D-568

Alpha Portland Cement Company

Easton, Pa., December 9, 1920.

Mr. J. J. Collister, T. M. Atlas Portland Cement Co., New York City.

DEAR SIR: We wish to call your attention to Me. C. tariff I. C. C. C-2971 which names proportional class rates between Brunswick, Me., and points on the Maine Central Railroad. On page 2 of this tariff under the heading of "Application of rates" we read as follows: "Rates specified herein are proportional rates to be used only where no through rates are in effect and will not apply on traffic destined to or originating at points beyond (West of Brunswick, Me.) in States of Maine, New Hampshire, Rhode Island and Connecticut, or on traffic routed via coastwise steamer lines."

We interpret this to mean that you cannot use the Brunswick combination where you have a through rate on cement over Portland as published in their tariff I. C. C. C-3313. For an example we will figure the rate to Hersey's, Me. We contend that the rate of [fol. 2721½] \$8.20 which is made up over Portland, a combination of two Cement rates, is the only lawful rate to apply even though the Brunswick combination which is made up of a cement and class rate figures lower.

We contend that the words "through rate" as used in the above rule by the Maine Central Railroad means the Portland rate to point of destination and does not mean necessarily the rate from point of shipment, that is L. V. of Hudson region, to ultimate destination on the Maine Central Railroad which in this case is Hersey's. We base our argument on the fact that the Maine Central have repeatedly said that they want their full rate from Portland and we believe they mean by this their full cement rate.

We will appreciate it very much if you will look into this matter and advise us fully your views. We would also call your attention to the fact that Me. C. tariff I. C. C. C-3253, maning proportional class rates between Milford, Oakland and Washington Junction and Stations on the Maine Central Railroad cannot be used for the reason that on page two under "Rules governing tariff" "application of Rates" appears the clause "Rates specified herein apply only as proportional rates on traffic originating at or destined to points west of the Niagara frontier from or to which no through rates are in effect." This will result in our being obliged to use the Cement rates shown in I. C. C. C-3313 or the proportional Class rates if cheaper shown in I. C. C. C-2971, provided it is determined that the latter tariff can be used.

[fol. 2722] I would further call your attention to the fact that the proportional class tariff from Brunswick, I. C. C. C-2971, has a clause to the effect that whenever a carload commodity rate is established it removes the application of the class rate to or from the same points on that commodity. This would further seem to carry out our contention that the Brunswick proportional class tariff is not the proper tariff to use in figuring rates on cement to points on the Maine Central Railroad in view of the fact that a cement tariff is in effect from Portland to practically all points on the Maine Central Railroad.

Please advise.

Very truly yours C. N. Apgar, Traffic Manager. K.

[fol. 2722½]

DEF'T'S EX. NO. D-569

Alpha Portland Cement Company

Easton, Pa.

Dec. 16, 1920.

J. J. Collister, T. M. Atlas Portland Cement Co., 30 Broad St., New York, N. Y.

DEAR SIR: Your letter of Dec. 13th, file X 60-28. We have had considerable discussion in our office regarding the use of the Brunswick Tariff. The writer practically agrees with the argument submitted by you except that in view of the fact that the rules covering the tariff are technical, there is still some question in my mind as to whether, strictly speaking, the rates could be used either east or west of Brunswick in preference to the through commodity rate. I

base my argument on the fact that Tariff Circular 18-A provides that where commodity rates are established they remove the application of the class rate.

It is true there are no commodity rates in effect from Brunswick but in view of the fact that there are commodity rates in effect from Portland to practically all points on the Maine Central, I believe, if [fol. 2723] the Maine Central would care to do so they could insist on such rates being used in handling cement shipment. We have partially cleared up the matter by having wired them whether they would protect the Brunswick combination to Hersey's, Me., and they advised us they would. The question now in our minds is what portion of the Maine Central Railroad can be determined as being east and west of Portland. If you draw a line north and south through Brunswick you will find that the branch running up to Farmington is west of this line, while the rates at the present time from the L. V. Region have been checked in to points on this line by the use of Brunswick combination. I believe this is in violation of the rules governing the tariffs and that the only rates which are applicable on cement shipments to points on the Maine Central in the territory west of the line drawn north and south through Brunswick is the cement rates applicable from Portland. Of course, this brings up the question of what rates are applicable on the line from Leeds Junction to Oakland due to the fact that the north and south line through Brunswick cuts this branch at about Winthrop. It is hardly possible that Leeds Junction to Winthrop could be considered west and Winthrop to Oakland considered east.

The Lehigh Company has taken the matter up with the Maine Central Railroad to get an interpretation of that part of the Brunswick Tariff which refers to restrictions against the use of rates to points beyond Brunswick in the State of Maine.

[fol. 2723 $\frac{1}{2}$] I would be glad to have you study the tariff carefully and advise us fully how you interpret this clause to read. The fact that the L. & N. E. class rate tariff says that rates to points on the Maine Central Railroad are to be made on the Brunswick combination where no through rates are in effect, has no bearing whatever on this subject. I have had the matter up with the tariff bureau of the L. & N. E. Railroad in an endeavor to find out from them under what authority they made reference to the Brunswick combination in their tariff and they state it is a heirloom, having been carried from time to time for years, and they do not know today whether it is right or wrong. After reading over the rules governing the application of rates, their opinion is that due to cement rates being in effect from Portland, the Brunswick combination could not be used. Further than this, I do not see that Morris has anything to do with this question because the Brunswick class rate tariff is not subject to the use of Morris' insofar as class rates are concerned. In fact, I find the reissues of the Maine Central Tariff which have just been received, cancels the combination clause, making it necessary to use full advanced rates.

I would thank you to advise us promptly regarding the several points which are brought up, and oblige.

Yours truly, C. N. Apgar, Traffic Manager. C/R.

[fol. 2724]

DEF'TS' Ex. No. D-570

Copy to Mr. W. F. Clark, T. M. Lehigh Portland Cement Co., Allentown, Pa.

Dec. 13, 1920.

Mr. C. N. Apgar, T. M. Alpha Portland Cement Co., Easton, Pa.

DEAR SIR: Replying to yours of the 9th inst., in reference to using the proportional class rates shown in Me. I. C. C. C 2971 (Now superseded by I. C. C. C 3454 effective Jan. 1st, 1920.) The only restriction we see in using this tariff in making combination rates is, from Brunswick to points west of Brunswick and to points in New Hampshire, Rhode Island and Connecticut and via coastwise steamer liner; and we interpret the clause "Rates specified herein are proportional rates to be used where no through rates are in effect" as meaning no thru rate from originating point, and can be used if the combination makes a lower rate than if via some other junction even though there may be a commodity rate in effect from some other junction. [fol. 2724½] We take the stand that Brunswick is as much of a basing point as Portland, see L. & N. E. Class Rate Tariff I. C. C. A 3926 which shows under Rate Groups covering nearly all stations on pages 9-10-11 and 12 the following "No joint Rates" based on Brunswick, Me.

From Hudson the Boston & Albany and New York Central Tariffs both publish thru rate to Brunswick, Me. and we have used some for basing point for years and the rates were protected. Can find nothing in Morris 228 which would lead us to believe that we would be compelled to use a combination of commodity rates from one junction if we could make a lower rate on some other junction base, on combination of a class and commodity rate.

In regard to Maine Central Tariff I. C. C. C 3253 proportional class rate from Milfore, Oakland and Washington Junction to M. C. points, we agree with you that same cannot be used except from or to points west of Niagara Frontier.

Regarding last paragraph in your letter relative to the clause in I. C. C. C 2971 to the effect "that whenever a carload commodity rate is established it removes the application of the class rate to or from the point on that commodity." This would refer to the station from which tariff applies and not to any other station. As there are no commodity rates on cement from Brunswick it would be perfectly proper to use the class rates in making a thru combination rate.

Yours truly, ———, The Atlas Portland Cement Company. EEW/FD.

1668

[fol. 2725]

DEF'TS' EX. No. D-571

Lehigh Portland Cement Co.

Alentown, Pa., Dec. 14, 1920.

Mr. J. J. Collister, T. M. Atlas Portland Cement Co., 30 Broad Street,
New York City.

DEAR SIR: In reply to your letter of December 11, File X 60-28, in regard to rate to Princeton, Me. We agree with you with the exception of the rate from Alsen. The New Brunswick tariff names a rate of 20¢ per hundred pounds from Brunswick to Princeton. This would make the rate from Alsen to Princeton \$8.34 instead of \$8.44.

We expect to have a list of points affected by this tariff ready to send to you tomorrow for your information in checking.

Yours very truly, W. F. Clark, Traffic Manager.

[fol. 2725½]

DEF'TS' EX. No. D-572

December 21, 1920.

Mr. C. N. Apgar, T. M. Alpha Portland Cement Company, Easton,
Pa.

DEAR SIR: Replying to yours of the 16th inst., regarding the use of the Brunswick Tariff in making combination rates to points on the Maine Central. We are still of the opinion that same can be used in preference to the Portland Combination, if lower rate can be made on Brunswick. In reference to the clause of the above tariff regarding points "West of Brunswick" this is open to various interpretations and would say that same applies to all points west of Brunswick to Portland and west of Auburn to Portland and points west to Lime Ridge, Quebec, inclusive or it may mean that it only applies to the points on the line between Brunswick and Portland and points west of Portland.

We do not think that his clause means to run a straight line north and include points west of same. We will await the decision received by the Lehigh, kindly advise us as soon as received. We have [fol. 2726] just received the new Rumford tariff. The combination clause has been eliminated and no doubt the Portland Tariff etc., will also be reissued in the near future. We have had the Maine rates retyped on the figures agreed upon and think it will be well to check same when we check the New York State book. Do you not think so? As the matter now stands we will have to mark time on the New England books until the Maine Central, New Jersey Central, Bangor & Aroostook Etc., reissued their tariffs and we have not changed the rates caused by the reissued of the L. & N. E. tariffs, as

we might as well hold it up and make one correction to cover when the balance of the new tariffs have been received, Kindly advise,

Yours truly, The Atlas Portland Cement Company, by —
—, Traffic Manager. EEW/BR.

c/o Mr. W. F. Clark, T. M. Lehigh Portland Cement Co., Allentown, Pa.

[fol. 2726½]

DEF'TS' Ex. No. D-573

Alpha Portland Cement Company

Easton, Pa., Dec. 23, 1920.

J. J. Collister, T. M. Atlas Portland Cement Company, 30 Broad St., New York, N. Y.

DEAR SIR: Yours of Dec. 21st, file X 60-27. I really do not see what bearing the reference West of Brunswick has to points West of Auburn and Lime Ridge. However, this matter seems to be one that we cannot agree upon and, until such time as the Lehigh Company hears from the Maine Central, nothing can be done.

We are making changes in our working book as the tariffs are received so that when the whole question is decided it will take us but a very few minutes to check such rates as have been changed since the check in New York. It seems to us that just as soon as the Brunswick situation is lined up and, provided the Portland Tariff is not changed by the elimination of the combination clause, we should go ahead and have New England printed.

[fol. 2727] We understand that the Central R.R. will not be able to distribute their cement tariff compiled on the 100 lb. basis until about the first of March. Further than this, there is at least one tariff applying out of Universal which must be changed to the 100 lb. basis and we do not know just what date it will become effective. If we were to hold up the printing until all these changes are made in the various tariffs which are now on the per ton basis, our books will not be printed before the 15th of March. This will be agreeable to us provided it is to the other companies.

Yours truly, C. N. Apgar, Traffic Manager.

[fol. 2727½]

DEF'TS' Ex. No. D-574

Dec. 30, 1920.

Mr. W. F. Clark, T. M. Lehigh Portland Cement Co., Allentown, Pa.

DEAR SIR: Your letter of December 28th received.

We agree to rates as shown by you to points in Maine with the following exception. From Hudson, New York, to Barkers, Me., we check a rate of \$7.00 made up as follows:

1670

Hudson to Portland.....	\$4.06
Portland to Barkers.....	3.40
	<hr/>
Total	7.46
Less .....	.50 a ton as per Morris 228
	<hr/>
	\$7.00 through rate.

[fol. 2728] From Hudson, New York to Laings Pit, Me. we check a rate of \$7.40 a ton made up as follows:

From Hudson to Portland.....	\$4.10
Portland to Laings Pit.....	3.80
	<hr/>
	7.90
Less .....	.50 as per Morris 228.
	<hr/>
	\$7.40 through rate.

From Hudson, New York to Sunkhaze, Me. \$7.00 made up as follows:

Hudson to Portland	\$4.10
Portland to Sunkhaze.....	3.40
	<hr/>
Total	7.50
Less .....	.50 as per Morris 228.
	<hr/>
	\$7.00 through rate.

From Lehigh Valley to Conants, Davis, Lancaster and Woolen Mills, Me. \$7.00. These stations being intermediate to Pea Cove, Me., as per Central Railroad ICC G 644.

Yours very truly, The Atlas Portland Cement Company, by
—— ———, Traffic Manager. AFB/EMS.

[fol. 2728½]

DEF'TS' EX. No. D-575

Lehigh Portland Cement Company

Allentown, Pa., December 28, 1920.

Mr. J. J. Collister, T. M. Atlas Portland Cement Co., 30 Broad Street, New York City, N. Y.

DEAR SIR: Referring to the new Maine Book which I forwarded you yesterday: This morning I discovered that the rate from Hudson to Laings Pit is shown thereon as \$6.70 or \$1.31 per barrel. This should be \$6.90 or \$1.35 per barrel.

The rate to Woolen Mills from the Lehigh District is shown as \$7.48 or 1.46 per barrel, whereas it should be \$7.70 or \$1.51 per barrel.

Will you kindly make the necessary corrections, obliging

Yours very truly, W. F. Clark, Traffic Manager.

[fol. 2729]

DEF'T'S Ex. No. D-576

Alpha Portland Cement Company

Easton, Pa., Jan. 3, 1921.

J. J. Collister, Traffic Mgr. Atlas Portland Cement Co., 30 Broad Street, New York, N. Y.

DEAR SIR: Yours of Dec. 29th, file X 60-14, regarding checking of the New York State Freight Rate Book.

We have advised Mr. Clark that we will be able to check on Wednesday, January 5th. We have the New York and New Jersey Freight Rate Books completed and they can be checked at that time.

We understand that the questions which were brought up about rates in Maine have been about decided. The only matter now which is not entirely decided is the date that the application of Morris' tariff will be restored. If this is going to be done so as to become effective within a month from now, I believe, it might be well to check in the rates on the new basis. The Lehigh Company [fol. 2729½] has taken up regarding the matter and they, undoubtedly, will know definitely by the middle of this week so that possibly the state of Maine can be cleaned up and sent along the same time that New York and New Jersey are completed.

Yours truly, C. N. Apgar, Traffic Manager.

[fol. 2730]

DEF'TS' Ex. No. D-577

January 4, 1921.

Mr. W. F. Clark, T. M. Lehigh Portland Cement Co., Allentown, Pa.

DEAR SIR: Referring to your letter of the 31st ultimo, file Q-48-Maine. We have corrected our Maine list of rates on Barkers, Laings Pit and Sunkhaze to read \$6.70, \$6.90 and \$6.70 respectively.

On again reviewing the Central Railroad tariff applicable to points on the B. & A., we agree with you that we cannot apply the Pea Cove rates to Conants, Davis, Lancaster and Woolen Mills.

Yours truly, The Atlas Portland Cement Company, by ———
———, Traffic Manager. EEW/BR.

c/c Mr. C. N. Apgar, T. M. Alpha Portland Cement Co., Easton, Pa.

[fol. 2730½]

DEF'TS' Ex. No. D-578

Lehigh Portland Cement Company

Allentown, Pa., December 31, 1920.

Mr. J. J. Collister, T. M. Atlas Portland Cement Co., 30 Broad Street,
New York City, N. Y.

DEAR SIR: Replying to yours of the 30th, file X-68-14 wherein
you acknowledge mine of the 28th:

Rates to the following points are found in Maine Central R. R.
tariff I. C. C. C-3193 from Hudson, N. Y.:

Barkers	\$6.70
Laings Pit	6.90
Sunkhaze	6.70

If you will again review the C. R. R. of N. J. tariff applicable to
points on the B. & A., I think you will agree with me that you can-
not apply the Pea Cove rates to Conants, Davis, Lancaster and Woolen
Mills under the present intermediate clause. Mr. Apgar also con-
curs in my interpretation of this tariff.

Yours very truly, W. F. Clark, Traffic Manager.

[fol. 2731]

DEF'TS' Ex. No. D-579

August 12, 1921.

Personal.

Mr. G. M. Crosland, Chief Section of Tariffs, Interstate Commerce
Commission, Washington, D. C.

DEAR MR. CROSLAND: Inasmuch as I am having an argument as
to the proper through rate to apply to a through shipment of cement
from our mill at Ormrod, Pa. to Rangeley, Me. located on the Sandy
River & Rangeley Lakes R. R., will you do me the kindness to review
the following and let me have your opinion whether official or un-
official in the premises.

In the first place there are no through rates, class or commodity,
from Ormrod, Pa. to Rangeley, Me.

The combination on Portland, Me. is as follows:

Ormrod, Pa., to Portland, Me., 23¢ cwt.—Page 43, L. V. R. R.
I. C. C. C-7244.

Portland to Rangeley, Me., 42¢ cwt.—(Sixth class.) Page 11,
Me. C. I. C. C. C-3414.

Through rate, 65¢ cwt.

[fol. 2731½] The triple combination on Brunswick, Me. and
Farmington, Me. is as follows:

Ormrod, Pa., to Brunswick, Me., 23¢ cwt.—Page 11, L. V. R. R. I. C. C. C-7244.

Brunswick to Farmington, Me., 4¢ cwt.—(Sixth class.) Page 7, Me. C. I. C. C. C-3454.

Transfer at Farmington, Me., 4¢ cwt.—S. R. & R. L. I. C. C. 134.

Farmington to Rangeley, Me., 24¢ cwt.—(Sixth class.) Page 2, S. R. & R. L. I. C. C. 176.

Through rate, 58¢ cwt.

I have taken the position that inasmuch as there are no through rates from Ormrod, Pa. to Rangeley, Me. and no specific manner of constructing a combination rate is prescribed that if a shipment is routed by us from Ormrod, Pa. to Rangeley, Me. via the Lehigh Valley-Boston & Maine to Portland, Maine Central to Brunswick, Maine Central to Farmington c/o Sandy River & Rangeley Lakes R. R., the through rate of 58¢ would be correctly applicable. On the other hand it is argued that because there is a through rate from Portland to Rangeley, Me. that that fact would require the use of the Portland combination precluding the use of the triple combination on Brunswick and Farmington. It is also argued that because the through rate from Portland to Rangeley is also applicable from Brunswick that it is improper to use from Brunswick to Rangeley the combination on Farmington. This would be very true if we [fol. 2732] were figuring on a shipment from Brunswick to Rangeley, but I do not believe that it would eliminate the application of the triple combination on Brunswick and Farmington on a through shipment from Ormrod, Pa. to Rangeley, Me. Inasmuch as all of the tariffs in question are on file with the Commission, I cannot see where we are confined to the Portland combination.

With kind personal regards and hoping to see you in Washington shortly, I am,

Yours very truly, ———, Traffic Manager. ER.

[fol. 2732½]

DEF'TS' Ex. No. D-580

Interstate Commerce Commission

Washington, August 13, 1921.

Mr. W. F. Clark, Traffic Manager Lehigh Portland Cement Company,
Allentown, Pa.

DEAR SIR: I have yours of the 12th inst. file B-311-108-AW relative to Cement Rates, Ormrod, Pa. to Rangeley, Me.

Assuming that your statement of the rates is correct and that there are no through rates, nor specific manner of constructing the combination rate, provided in the tariffs your view of the applicable through combination rate is correct. In support of this conclusion I quote you rule 5 (c) of Tariff Circular 18-A:

"If no specific rates from point of origin to destination of a through shipment is provided, and no specific manner of constructing combination rate for it is prescribed, the lowest combination of rates applicable via the route over which the shipment moves is the lawful rate for that shipment."

The Commission has passed upon situations of the kind presented in your letter and in every instance, so far as I am aware, have decided that the lowest combination over the route of movement is the applicable through rate.

Yours truly, G. M. Crosland, Chief Section Tariffs.

Copy E. E. Wolfe,
9/7/21.

[fol. 2733½]

DEF'TS' Ex. No. D-581

August 16, 1921.

Mr. C. N. Apgar, T. M. Alpha Portland Cement Co., Easton, Pa.

DEAR SIR: For your information I attach copy of my note of the 12th inst. to Mr. Crosland of the Interstate Commerce Commission and copy of his reply.

Yours very truly, — — —, Traffic Manager. MR.

[fol. 2734]

DEF'TS' Ex. No. D-582

August 19, 1921.

Mr. C. N. Apgar, T. M. Alpha Portland Cement Co., Easton, Pa.

DEAR SIR: I have noted yours of August 18, relative to cement rates from the Lehigh District to Rangeley, Me., and also that you have written the Maine Central in regard to the matter.

I put the matter up squarely to the Commission and it seems to me that the Commission's Ruling should be sufficient for you.

Yours very truly, — — —, Traffic Manager. J. G.

Mr. Paulson, Washington:

Please read the attached file and discuss it with Mr. Crosland? The contention of the Alpha is that because the Portland rate also applies as a through rate from Brunswick that it is not in order to use the combination on Farmington from Brunswick to destination.

W. F. C.

Did not see Crossland, but you are OK.

Summary of Coats & Burchard Company's Appraisal of Lehigh Portland Cement Company's Plants as of August,
1920

Plant	Reproductive value	Sound value	Working capital	Rock deposits	Total sound value
Ormond #1.....	\$2,980,465.79	\$2,239,444.16			
" "2.....	1,899,576.14	1,500,917.34	} Exhibit 277	\$877,793.90	
" "3.....	2,018,643.91	1,545,585.18			
Fogelsville	4,051,709.79	3,099,526.78		700,750.00	
West Coplay.....	2,780,590.15	1,999,807.93	} Exhibit 277	263,385.54	
New Castle #1....	1,979,283.70	1,439,919.50			
" "2.....	1,612,916.25	1,189,684.63		438,489.90	
" "3.....	2,431,579.98	1,935,713.16			
Fordwick	3,242,223.20	2,372,213.11		190,722.25	
Total	\$22,996,988.91	\$17,322,811.79	\$2,156,504.88	\$2,471,141.59	\$21,950,458.26

Edison Portland Cement Co.

New York City, September 16, 1919.

Mr. Robert Cope, Sales Manager Allentown Portland Cement Company, Allentown, Pennsylvania.

DEAR SIR: Attached find acknowledgment of your telephone order of this morning, which I believe contains the salient points we discussed.

I think it would be better if you will telephone or deliver to Mr. A. H. Moses, Assistant Works Manager, your detailed shipping instructions.

It is my understanding you will have your sacks put in at the mill tomorrow, so that if our car supply is adequate, we can start for you on Thursday.

As explained to you, our car supply has been most uncertain and most provoking this month, but we will hope for improvement.

You can rest assured we will do our very best to execute this order [fol. 2735½] as nearly as possible according to your desire.

Yours very truly, H. M. Scott, Vice-President and General Sales Manager.

(Enclosure)

Acknowledgment

Edison Portland Cement Company

New York Office

Sept. 16th, 19—.

Sale No. 6642.

Contract No. —. Customer's No. —.

Ship Allentown Portland Cement Company, Allentown, Pa.

At F. O. B. Cars New Village, N. J.

For Lighterage to —.

At —.

Acc't Allentown Portland Cement Company, Allentown, Pa.

Via —. Freight: —.

Rate: — per Ton F. O. B. —.

(Bbls. 10,000 Cloth.) (— Paper.) (— Wood.)

When: Four or Five Cars Daily.

[fols. 2736 & 2737] Allentown Portland Cement Co. to furnish sacks and detailed shipping instructions.

Terms: Net 30 days—5¢ per barrel discount for cash in 10 days.

Authority: Per telephone order from their Mr. Cope, 9-16.

Applied: —.

Del'd price: 1.60, inc. pkg. F. O. B. New Village, N. J.

We acknowledge with thanks your order as above.

Please check and advise if not correct.

[fol. 2737½]

DEF'TS' EX. No. D-585

Edison Portland Cement Co.

Stewartsville, N. J., September 18, 1919.

The Allentown Portland Cement Co., Allentown, Penna.

Attention Mr. A. F. Bendel

DEAR SIR: We received at our Mill, New Village, N. J., from your Company yesterday afternoon 18 bales of Cement bags, as well as, seals and car cards account of your order for 10,000 barrels of Cement.

Yours very truly, A. Hollingsworth Moses, Asst. Secretary.

[fol. 2738]

DEF'TS' Ex. No. D-586

Copy of Plant or Suppliers Order
Security Cement and Lime Co.

Index
1432

Shipped to Supply Officer,
Navy Yard,
Washington, D. C.

Sold to Tidewater Portland Cement Co.,
Calvert Building, Baltimore, Maryland.

Your Order No. Contract #39027
C.C. FIS-M

Received by D:R

Quantity	Description	Car number	Initial	Weight	Price	Amount
350 bbls.	Security Portland cement	228791	NYC	66500	3.099	\$1084.65
	Cloth-25¢ bags.	259597	NYC	66500	per bbl. dlvd	
	Standing Order-2-175 bbl. cars.				ine bags, sub-	
	Ship at once.				ject to ad-	
	8 copies Government Bs/L attacht.				vance in	
					freight prior	
					to shipment.	
						119.70
						<hr/> 964.95

EKM—Direct.

Less ft.

Wire shipping notice to consignee marking same "For account Tidewater Portland Cement Co."
To Security Plant, Security, Md.
Bureau of Standards—
7 day cement.

Date 11/23/18
Ship Now.
Fgt. Rate 1.80

(Stamp: Security Cement and Lime Company.)

Our Order
5926

via
WM-PRR

11/26/18

30:from receipt
of shipment.

[fol. 27381½]

Copy of Plant or Suppliers Order
Security Cement and Lime Co.

Index

1432

Shipped to Supply Officer,
Naval Academy, Annapolis, Maryland.

Sold to Tidewater-Portland Cement —,
Calvert Building,

Baltimore, Maryland.

Your Order No. 41268 Req. Naval Academy.
Annapolis, Md. File #27-N:

Received by HUE:E

Quantity	Description	Car number	Initial	Weight	Price	Amount
525 bbls.	Security Portland cement	23653	NP	66500	3.3194	\$1742.69
	Cloth-25¢ bags.	107783	CB&Q	66500	per bbl. dlvd	
		82043	SP	66500	ine bags, sub- ject to ad- vance in freight prior to shipment.	

Standing Order-3-175 bbl. cars.

Ship at once. Prepd freight \$215.46

Eight Commercial Bs/L—

six (6) to Tidewater Portland Cement Co.

two (2) to our agent.

Show on Bs/L "Government Order #42268," Requisition

"Naval Academy, Annapolis, Maryland"; Class 1 Y&D

L-252-39947-GAA-NSA-Y&D;

File #27-N

Wire shipping notice.

To Security Plant, Security, Md.

Bureau of Standards—

7 day cement.

Date 11/23/18

Ship Now.

Fgt. Rate 2.16 Prepay.

(Stamp: Security Cement and Lime Company.)

Our Order
5929

via
B&O-WB&AE

11/27/18

30:from receipt
of shipment.

[fol. 2739]

Index
1432

Shipped to Consolidated Engineering Co.,
c/o Lieut. Comdr. Anderson
Bureau Yards & Docks,
Grove, Virginia.

Sold to Tidewater Portland Cement Co.,
Calvert Building, Baltimore, Maryland.

Your Order No. #CO phoned AHJ 11/22 Received by WDG:E

Quantity	Description	Car number	Initial	Weight
400 bbls.	Security Portland cement	68576	UP	64220
	Cloth-25¢ bags.	50616	MC	87780
	Standing Order—2 cars. (1-231 bbl. & 1-169 bbl. cars)			

Less frt and

Six (6) Commercial Bs/L—
five (5) to Tidewater Portland Cement Co.
To Security Plant, Security, Md.
Bureau of Standards—
7 day cement.

Date 11/22/18
Ship Now.
Fgt. Rate 3.00

(Stamp: Security Cement and Lime Company.)

1680

Copy of Plant or Suppliers Order
Security Cement and Lime Co.

5918

Our Order
5918

Via
, WM-C&O

11/26/18

30:from receipt
of shipment.

Price	Amount
3.12 per bbl. dlvd inc. bags, sub- ject to ad- vance in freight prior to shipment.	\$1248.00
	228.00
	<u>\$1020.00</u>

[fol. 2739½]

Copy of Plant or Suppliers Order
Security Cement and Lime Co.

Index
1432

Shipped to U. S. Constructing Q. M.,
a/c J. Henry Miller Constr. Co.,
Locust Point, Maryland,
Fort McHenry, Baltimore, Maryland.

Sold to Tidewater Portland Cement Co.,
Calvert Building, Baltimore, Maryland.

Letter TPCCo 11/22

Your Order No. General Hospital #2
Req. 106 Ft. McHenry. File 411.8 CR-MT Received by HSR:E

Quantity	Description	Car number	Initial	Weight	Price	Amount
173 bbls.	Security Portland cement	6546	CofGa	65740	3.18	\$550.14

Cloth-25¢ bags.
Eight Commercial Bs/L—
Six (6) to Tidewater Portland Cement Co.
two (2) to our Agent.

Less freight

46.02
\$504.12

Show on Bs/L "General Hospital #2"
Wire shipping notice on this car to Production
Department, Construction Division, Attention Nash, Washington, D. C.
Collect.

To Security Plant, Security, Md.
Bureau of Standards—
7 day cement.

Date 11/23/18
Ship Now.
Fgt. Rate 1.40

(Stamp: Security Cement and Lime Company.)

Our Order
5930

Via
B&O

11/26/18

30:from receipt
of shipment.

[fol. 2740]

Copy of Plain or Suppliers Order
Security Cement and Lime Co.

Index
1432

Shipped to U. S. Coast & Geodetic Survey,
a/c Wills Egelhof Co., Inc. of N. Y.
New Jersey Ave. Frt. Station.
Washington, D. C.

Sold to Tidewater Portland Cement Company,
Calvert Building,
Baltimore, Maryland.

Your Order No. C. S. #3-M

Received by W.E

Quantity	Description	Car number	Initial	Weight
173 bbls.	Security Portland cement	64004	WAB	65740
	Cloth-25¢ bags.			
	Five (5) Commercial Bs/L—			

Two (2) to our Agent and three (3) to Tidewater
Portland Cement Company,
Show on Bs/L "C. C. File #3-M, Req. U. S. C
Geodetic Survey Building, Washington, D. C. east &
EKM—Direct.

To Security Plant, Security, Md.
Bureau of Standards—
7 day cement.

Less freight

1682

Our Order
5912

Via
WM-PRR

11/23/18
30 days from receipt
of shipment.

Price	Amount
3.10 per bbl. dlyd inc bags, sub- ject to ad- vance in freight prior to shipment.	\$536.30
	59.17
	<hr/> \$477.13

(Stamp: Security Cement and Lime Company.)

Index

1432

Shipped to U. S. Constructing Q. M.,
Camp Humphreys, Accotink, Virginia.

Sold to Tidewater Portland Cement Company,
Calvert Building,
Baltimore, Maryland.

Your Order No. 1388 C. C. 86-File 411.8 CR-MT Received by WDG:E

Quantity	Description	Car number	Initial	Weight	Price	Amount
173 bbls.	Security Portland cement Cloth-25¢ bags.	30343	SL&SF	65740	3.12	\$539.76
	Standing Order—3 cars. (2-231 bbl. & 1-173 bbl.)				per bbl. dlvd in bags, sub- ject to ad- vance in freight prior to shipment.	
	Prepaid frt and war tax \$81.26					
	Ship at once.					

Eight (8) Commercial Bs/L—two (2) to our
Agent and six (6) to Tidewater Portland
Cement Co.

Show on Bs/L "Government order #1388-CC-86
File 411.8 CR-MT."

Wire shipping notice to "Marshall, Production Dept., Attention
Whitney, Washington, D. C. Also to U. S. Constructing Q. M.,
Camp Humphreys, Va.

To Security Plant, Security, Md.
Bureau of Standards—
7 day cement.

Date 11/22/18
Ship Now.

Fgt. Rate 2.40 Prepay.

(Stamp: Security Cement and Lime Company.)

Our Order
5919

Via
B&O-WS

11/22/18
30:from receipt
of shipment.

[fol. 2741]

Copy of Plain or Suppliers Order
Security Cement and Lime Co.

1684

Index
1432

Shipped to U. S. Constructing Q. M.,
Camp Humphreys, Accotink, Virginia.

5914

Our Order
5914

Via
R&O-WS
11/22/18

Sold to Tidewater Portland Cement Company,
Calvert Building.

Baltimore, Maryland.

Your Order No. 1388 C. C. 86-File 411.8 CR-MT Received by WDG-R

30:from receipt
of shipment.

Quantity	Description	Car number	Initial	Weight	Price	Amount
167 bbls.	Security Portland cement	30103	PM	63460	3.12	\$521 64
	Cloth-25¢ bags.				per bbl. dlvd	
	Standing Order—2 cars. (1-200 bbl. & 1-167 bbl.)				ine bags, sub-	
	and 2-231 cars.				ject to ad-	
	Ship at once Prepaid frt and war tax \$78.30				vance in	
	Eight (8) Commercial Bs/L—two (2) to our				freight prior	
	Agent and six (6) to Tidewater Portland Cement				to shipment	
	Company.					

Show on Bs/L "Government order #1388-C.C.-86—
File 411.8 CR-MT."

Wire shipping notice to "Marshall, Production Dept., Attention
Whitney, Washington, D. C. Also to U. S. Constructing Q. M.
Camp Humphreys, Va.

To Security Plant, Security, Md.
Bureau of Standards—
7 day cement.

Date 11/22/18
Ship Now.
Fgt. Rate 2.40 Prepay.

(Stamp: Security Cement and Lime Company.)

[fol. 2741½]

DEF'TS' EX. No. D-587

Hercules Cement Corporation

New York, Aug. 15th, 1918.

Sold to Bath Portland Cement Co., Finance Bldg., Phila., Pa.

Memorandum Invoice

Date	Car No.	Weight
7/29	B&O 224581	985 Cwt.
"	P&R 88699	1039 "
7/31	PRR 155896	918 "
"	P&R 77875	1040 "
"	LV 17412	946 "

[fol. 2742]

Hercules Cement Corporation

Philadelphia

New York, Aug. 23rd, 1918.

Sold to Bath Portland Cement Co., Finance Bldg., Phila., Pa.

Memorandum Invoice

Date	Car No.	Weight
8/1.	C. R. J. 63610	949 Cwt.
"	B. & O. 24447	955 "
8/5.	B. & L. E. 41360	922 "
"	T. & O. C. 26200	977 "
"	P. & R. 77795	1034 "

[fol. 2742½]

Hercules Cement Corporation

New York, Aug. 28, 1918.

Sold to Bath Portland Cement Co., Finance Bldg., Phila., Pa.

Memorandum Invoice

Date	Car No.	Weight
8/1.	P. & R. 88718	1113 Cwt.
8/3.	C. C. C. 23124	796 "
8/7.	P. R. R. 211972	943 "

Hercules Cement Corporation

Sept. 24, 1918.

[fol. 2743]

Memorandum Invoice

Sold to Bath Portland Cement Co., Finance Bldg., Phila., Pa.

6173. 7/31 B. & O. 232054..... 97800 #

Hereules Cement Corporation

New York, Sept. 30, 1918.

Memorandum Invoice

Sold to Bath Portland Cement Co., Finance Bldg., Phila., Pa.

Terms: Net cash on receipt of invoice.
6390.

Date	Car No.	Weight
8/5.	B. & O. 25584.....	77900
"	W. & L. E. 50605.....	106300

[fol. 2743½]

DEF'TS' Ex. No. D-588

Bath Portland Cement Co.

New York City, July 18, 1918.

Mr. F. B. Franks, 1st Vice-President, Bath, Penna.

DEAR SIR: We have sold to the Dexter Portland Cement Company, five thousand (5,000) barrels of cement at \$1.50 bulk f. o. b. our mills, packed in their bags and they will send the bags to the plant tomorrow.

In placing this order they have requested me to send them the bin number from which each car is loaded and our laboratory test on the bin. They say they have some essential work where these tests are required and it is important that they have them.

Yours very truly, J. F. Twamley, Second Vice-President.

cc. to Phila. office.

[fol. 2744]

DEF'TS' Ex. No. D-589

Bath Portland Cement Co.

New York City, July 22, 1918.

Mr. F. B. Franks, 1st Vice-President, Bath, Penna.

DEAR SIR: We have sold the Dexter Portland Cement Company an additional 5,000 barrels, making a total of 10,000 barrels and they have asked if we will pack a little cement for them in paper bags. I told them that we did not want to pack any cement in open mouth paper bags as our packers objected to handling these packages, but that if they furnished us with Bates Valve paper bags, I thought there would be no difficulty in accommodating them.

Yours very truly, J. F. Twamley, Second Vice-President.

[fol. 2744½]

DEF'TS' Ex. No. D-590

The Allentown Portland Cement Co.

Allentown, Pennsylvania, December 22, 1919.

Mr. C. H. Breerwood, President Acme Cement Corporation, 134
South 46th Street, Philadelphia, Penna.

MY DEAR MR. BREERWOOD: Confirming our conversation of today, we are placing order with your Company for the purchase of one hundred thousand barrels (100,000) of your cement to be delivered in approximately equal monthly shipments between April 1, 1920, and December 1, 1920.

This cement to be shipped in the bags of this Company which we are to forward to your plant, and to be shipped to points designated by us, we to pay you One Dollar Sixty Cents (\$1.60) per barrel for this cement, F. O. B. cars or barge, subject to a discount of 5¢ per barrel for payment within ten days from date of invoice, you to guarantee the cement to pass the Standard Specifications. It is [fol. 2745] understood that you are to use your best efforts to make use of the present loading system, and to make such shipments as we request, by barge when possible to do so.

Very truly yours, Allentown Portland Cement Company, R.
S. Weaver, Secretary and Treasurer.

[fol. 2745½]

DEF'TS' Ex. No. D-591

Acme Cement Corporation

Catskill, N. Y., December 23, 1919.

Allentown Portland Cement Co., Allentown, Pa.

GENTLEMEN: We have to acknowledge receipt of your favor of December 22nd, in which you place with us an order for 100,000 barrels of Portland cement. This order is accepted in accordance with the terms and conditions named in your letter, subject only, however, to the following qualifications. We understood that you would in each case discount your bills by a payment within ten days from date of invoice upon an allowance of 5 cents per barrel. You do not definitely state in your order that this will be done in each case. Will you kindly write us a letter clearing up this point [fol. 2746] so that we may regard the contract for 100,000 barrels definitely closed.

It is understood, of course, as we stated to your Mr. Weaver, that the performance of the agreement is subject to unusual contingencies, such as fire, strikes, accidents, inability to obtain transportation, and other causes beyond our control.

Very truly yours, Acme Cement Corporation. C. H. Breerwood, President.

Acme Cement Corporation

Catskill, N. Y., August 4, 1920.

Mr. J. W. Fuller, Pres. Allentown Portland Cement Co., Allentown, Pa.

DEAR COLONEL FULLER: I have your favor of August 2nd, and I am very sorry you did not let Cope get in touch with me to find out why we were not shipping you, before writing your letter, as then I am sure you would have had no cause for complaint.

The facts of the matter are these: from Wednesday, July 28th up until today, August 4th, we have just received five cars, (even though we have a standing order for five cars a day) and you got [fol. 2747] one of these cars Monday, and are getting one today. We are informed by the West Shore Railroad Co. that they have been ordered to forward all empty box cars West for grain, and do not know when they can give us more cars. So you see you are more than getting your proportion, and when I stated to Cope that I thought I could give you two cars, it was of course dependent upon our getting the cars.

The only cement Waldo Bros. & Bond Co. are getting of any consequence is shipped to them by water, and the cement is trucked from our plant six miles to Catskill, and loaded on barges, at that point, and they are doing the trucking at their expense. If it were not for this method of shipping, we would be obliged to close our plant down. As it is, the cement is piling up on us and have had about \$100,000 tied up in cement and clinker, which is about all I can finance, and I would like to state that the arrangement we have with Waldo Bros. & Bond Co. was made prior to the time of making the contract with you.

It seems that just as soon as we commence to get any kind of a supply of box cars, the Railroads leading into the New England States place embargoes on, and we are not able to ship. We have had cases where we have had four or five cars loaded in the yard, embargoes were placed and we have to send the cement up to Catskill at a loss of \$1.20 a ton.

If you will write to the West Shore Railroad Co., Alsen, N. Y., they will confirm the fact that we have only received five cars in [fol. 2747½] the last seven days, and that we have a standing order with them for five cars a day, which will increase when we get on an average of five cars a day, and I not only have no objection to your sending a representative here to check up these facts, but would prefer that you do so, as it would eliminate any cause for misunderstanding.

I more than appreciate your raising the price of the contract, which is of considerable help, but I have just gotten out my July costs and find that we are losing at least 80 cents a barrel at the new price of \$2.15 net. This is caused by our having to go out in the open market and pay from \$15 to \$17 a ton for coal delivered, and also to our

restricted production, due to the lack of transportation. If we ever have to depend on the Railroads entirely I do not believe we could run more than a week, and if you knew all that I have to contend with I believe you would feel like quitting until conditions got somewhere near normal. It does seem a pity that cement manufacturers have to sell cement at \$2.15 or even \$2.60, when the same dealers, who are getting it, turn around and sell it for \$3.50 and \$7 a barrel.

Nevertheless, we will do the very best we can for you and no matter what happens, you will certainly get a square deal, and if at any time you do not feel that you are getting it, send Cope up to see me and let him stay long enough to find out all that is going on.

[fol. 2748] If you handle the matter in this way, I am sure you will have no cause for complaint.

Yours truly, Acme Cement Corporation. C. H. Breerwood,
President.

[fol. 2748½] DEF'TS' Ex. No. D-593

August 28, 1919.

Mr. B. L. Swett, Sales Manager Lehigh Portland Cement Company,
Allentown, Pa.

MY DEAR SIR: I confirm our telephonic conversation of this morning offering to furnish you 100,000 barrels Knickerbocker cement at \$1.65 per barrel, f. o. b. cars at our mill, net cash in thirty days.

Mr. Naylor has just informed me upon my return to the office that during my absence, you telephoned him your acceptance of this offer, stating that you would see him tomorrow in regard to shipping instructions, furnishing your bags, etc.

Thanking you for this order which will have our very best attention, I remain,

Very truly yours, — — —, President. ABD:GH.

P. S.—The above for prompt shipment.

[fol. 2749] DEF'TS' Ex. No. D-594

Lehigh Portland Cement Co

Allentown, Pa., August 28, 1919.

Knickerbocker Portland Cement Co., 30 East 42nd St., New
York, N. Y.

GENTLEMEN: Following our telephone conversation this morning, this memorandum is submitted to cover the purchase by your Company from you of 100,000 barrels Knickerbocker Portland Cement under the following terms and conditions.

Price.—Price shall be \$1.65 per barrel net exclusive of cost of package, but including cost of packing cement into our bags and placing it f. o. b. cars your tracks Hudson, N. Y.

Terms.—Terms Net cash, we to pay invoices within ten (10) days of dates of presentation.

Delivery.—It is understood that you agree to furnish the entire quantity of 100,000 barrels beginning not later than September 1st, 1919, and completing delivery not later than September 30th, [fol. 2749½] 1919, and that you will make shipments of approximately 4,000 barrels per day. In the event of your inability to ship, due to a shortage of cars or the occurrence of a railroad strike during the month of September, it is understood that our company has the option of either taking delivery subsequent to September 30th, 1919, or else leaving on your hands such cement as you have been unable to furnish prior to September 30th.

Manner of Shipments.—It is understood that you will undertake to make shipments of the cement under this order to such customers and destinations, and in such manner and quantities as we may direct, and that you will arrange to issue billing on such shipments on Lehigh Portland Cement Company bills of lading, which we will furnish you, the name of the Knickerbocker Portland Cement Company not to appear in any way to the consignee receiving the cement.

Package.—It is understood that you will make shipments in sacks (either cloth or paper) bearing Lehigh brand which we will furnish you for the purpose, and that we will undertake to deliver the empty sacks f. o. b. your mill in time to permit you to make deliveries as agreed above. It is further understood that no shipments are to be made except in bags so furnished you.

Notice of Shipment.—It is understood that you will mail to us on the day of shipment bills of lading in duplicate on each carload shipped under this order and that you will promptly follow these papers by invoices to cover. It is also understood that you will, if desired, furnish us with daily telephone information as to the car number of shipments made on that day.

[fol. 2750] Tests.—It is understood that cement which you will furnish us under this order is guaranteed to conform in all respects to the present specifications of the American Society for Testing Materials, and that you agree, upon request, to furnish us with copies of your mill test reports on any of the cars shipped under the order.

If the above agrees with your understanding, please let us have your word of acknowledgment.

Yours truly, Lehigh Portland Cement Company. B. L. Swett. Eastern Sales Manager.

[fol. 2750½]

DEF'TS' Ex. No. D-595

Lehigh Portland Cement Co.

Allentown, Pa., August 30, 1919.

Knickerbocker Portland Cement Co., New York City.

Attention Mr. Floring

GENTLEMEN: Following this morning's telephone conversation, we are enclosing our orders No. 1 to 32 inclusive, omitting No. 4.

Please make shipment of these cars in the order in which they are numbered, beginning with No. 1.

As explained in our conversation, the steamboat "Perkins" left Jersey City at noon today for your plant, and will deliver to you 35,000 cloth Lehigh sacks to be used in making shipments for us. We hope that it will be possible for you to start shipments on the enclosed orders by Tuesday, the 2d.

The "Perkins" is to return to Jersey City loaded with cement to her capacity of about 750 barrels. We would like, if possible, to have the enclosed carload orders shipped before the "Perkins" is loaded and are willing to have the boat lay over for a few days. Of [fol. 2751] course, should there be any difficulty in securing cars, you can go ahead on loading the "Perkins" immediately.

For the present, please bill the shipments out on plain bills of lading in the name of the Lehigh Portland Cement Company as shipper, sending to this office bills of lading in duplicate on each shipment. We will furnish you within a few days a supply of printed bills of lading.

We will appreciate if you will telephone us each day the car numbers of that day's shipments, or if you will set an hour, we shall be glad to call you for the information daily.

If there are any points not entirely clear in connection with any of the orders, please call on us.

Yours very truly, Lehigh Portland Cement Company. J.
Bowen.

[fol. 2751½]

DEF'TS' Ex. No. D-596

Lehigh Portland Cement Co.

Allentown, Pa., September 12, 1919.

Mr. A. B. Daniels, Pres. Knickerbocker Portland Cement Co., 30 E.
42nd St., New York City, N. Y.

DEAR SIR: Referring to your letter of the 3rd and our several conversations pertaining to our order placed with you for 100,000 barrels of cement, would say that our original desire was to purchase the cement for delivery prior to October 1st, 1919. You will appre-

ciate, of course, that deliveries much later than this would not be of very great service in meeting the present situation.

We recognize the difficulties under which you have been working for the first ten days of the month because of the shortage of cars, and are willing to accept a portion of the order later than October 1st, provided that reasonably heavy shipments are made during September to meet existing conditions.

I am therefore writing to amend our letter of August 28th by [fol. 2752] saying that if delivery of 75,000 barrels is made during September, we will then be willing to accept delivery of the remaining 25,000 barrels during October.

I hope that this arrangement is acceptable, and will appreciate your word.

Yours truly, B. L. Swett, Eastern Sales Manager.

[fol. 2752½]

DEF'TS' Ex. No. D-597

October 2, 1919.

Mr. B. L. Swett, Eastern Sales Manager Lehigh Portland Cement Company, Allentown, Pa.

DEAR SIR: Referring to your letter of September 24th which has not been answered earlier on account of my absence from the office.

We were not able to ship as many barrels on your order last month as hoped for due to the failure of your company to keep us fully supplied with sacks. However, we succeeded in forwarding 51,000 barrels and we will fill the balance of the order, forwarding daily as many barrels as possible, but it will be necessary for you to keep us well supplied with sacks. Mr. Floring now has the matter up with your representative here in New York and as I understand it, quite a supply of sacks will reach the mill within the next few days.

Sometime ago in discussing the matter with me, you intimated that you might desire to increase this order and I would like to have you advise at this time as to your desires in connection therewith. Will you kindly let me hear from you at your early convenience?

Very truly yours, — — —, Treasurer. ADN:GH.

[fol. 2753]

DEF'TS' Ex. No. D-598

Lehigh Portland Cement Co.

October 16, 1919.

Mr. A. D. Naylor, Treas. Knickerbocker Portland Cement Co., 30 East 42nd St., New York, N. Y.

MY DEAR SIR: As explained to Mr. Floring yesterday, unfortunately the bottom has fallen out of everything throughout the Middle

West and our business slacked off so that we are amply able to take care of what little business comes in to us ourselves. I can't understand this, as I have been very optimistic as to the demand for the next thirty days and feel that it is on account of the weather conditions alone which has been the cause of our orders falling off.

Under the circumstances, however, you can readily understand that we cannot see our way clear to increase our original order at this time. If it has been the weather conditions that has brought about this change, no doubt if we do get some good weather the latter part of the month, we can give you some day to day business.

When I am in New York next week I will go into this matter further.

Yours truly, B. L. Swett, Eastern Sales Manager.

[fol. 2753½]

DEF'TS' Ex. No. D-599

January 9, 1920.

Soreo Pipe & Supply Company, P. O. Box 974, Johnstown, Penna.

Attention Mr. H. B. Toomey

GENTLEMEN: We thank you for your inquiry of January 8th for price on 12,000 bbls. Giant Portland Cement F. O. B. Windber. Penna. for use in bidding on State Highway work—R-222 Richland and Stonycreek Twps.

We regret to advise, however, that just at this time we are not quoting on any cement for future shipment, owing to the uncertain coal situation and general unsettled conditions, but this may only be for a short time, and therefore trust you will advise us from time to time regarding any inquiries that you may have on which you desire price, and upon hearing from you will be very glad indeed to communicate with you further.

We would say, however, that we are in position to take care of any current orders for prompt shipment, and shall be very glad to serve you.

Appreciating your inquiry, and trusting you will understand our position, we remain,

Yours very truly, ———, General Sales Manager. N.

[fol. 2754]

DEF'TS' Ex. No. D-600

February 2, 1920.

The Clarksburg Coal Sales Co., Clarksburg, W. Va.

GENTLEMEN: I am in receipt of your favor of the 30th ult., and I must admit, the situation as explained in your letter, looks very blue.

I, however, am expecting you to stick by me and please "Don't give up the Ship". Our situation at New Village is so very serious, due to the very large confiscations by Fuel Administrators and the various common carriers, that we have been working at only about 70% capacity for the last thirty days.

I want to assure you, that the writer will be under heavy obligations to you for any and all assistance you can render. Once you lay your hands on a car, ship it to the order of the Edison Portland Cement Company and I assure you, you will have every opportunity to continue shipping us Coal during 1920.

"A friend in need is a friend indeed", and I am relying on your best cooperation to help me out of the very serious situation we now face.

Yours very truly, — — —, Asst. Secretary. AHM:CB.

[fol. 2754½]

DEF'TS' Ex. No. D-601

The Clarksburg Coal Sales Co.

Clarksburg, W. Va., January 30th, 1920.

Edison Portland Cement Co., New Village, N. J.

GENTLEMEN: We are in receipt of your wire of this advising, "our coal situation serious, advise what we can expect".

We can advise that you will be fortunate to receive any coal as the car supply is the worst we have experienced in this region for years, we had seventeen cars at one of the mines we represent for the entire week, the weekly rating of this mine is 48 cars, this week the same mine has had 13 cars, you can readily see the car situation is bad.

We are having considerable trouble in buying coal for line shipment as the export coal is bringing a much better price and consequently the loose tonnage is attracted by the better price, we have shipped you all the slack from a mine we have been selling the output of and will try to pick up any outside coal we can, we can not give you any thing definite however but will do our best.

Very truly yours, Clarksburg Coal Sales Co.

[fol. 2755]

DEF'TS' Ex. No. D-602

February 4, 1920.

Mr. Benjamin Bissell, Century Coal Co., Baltimore, Md.

DEAR MR. BISSELL: I am in receipt of your favor of the 31st ult., report on the "Northern West Virginia Coal Operators' Association."

I have been so busy trying to get sufficient Coal to operate our plant at New Village, that you must pardon me for not sending you a few lines ere this.

I have been passing through one of the most difficult manufacturing periods I have ever experienced in my twenty-two years of business life, and I am candid when I state, that War Condition Times were not even a parallel to the present situation. Known confiscations on Coal shipped to our plant in January amounted to 125 cars, and there are probably 25 to 30 more doubtful cars on my shipments that are evidently confiscated.

At 7 A:M this morning, I had just enough coal to last until 2 P:M.

I assure you my condition is so serious that it is a problem whether we can operate from day to day. I am relying on your usual best cooperation and consideration to help me with every car possible.

Yours very truly, ———, Asst. Secretary. AHM:CB.

[fol. 2755½]

DEF'TS' Ex. No. D-603

Western Union

Telegrams, Cablegrams

Dated March 10th, 1920.

To—Davis Coal Co., Grafton, W. Va.:

Lewis & Burrell, “ “

Fisher-Summit Coal Co. Clarksburg, W. Va.:

J. E. Long Coal Co., “ “

Callahan Coal Sales Co., “ “

Patton Coal Co., Fairmont, W. Va.:

John Wills, Inc. Penna. Bldg., Phila.:

Operators' Fuel Co. 1727 Real Estate Trust Co., Phila.

Logan Coal Co. Harrison Bldg., Phila.:

Pursblove-Maher Coal Co. Rockefeller Bldg., Cleveland, Ohio:

Coal shortage very acute at our plant. Wire recent shipments our expense in order that we may trace. Do everything possible to help relieve situation. Your Kind Co-operation earnestly solicited.

Edison Portland Cement. A. H. Moses.

[fol. 2756]

DEF'TS' Ex. No. D-604

Western Union

Telegrams, Cablegrams

Dated February 23rd, 1920.

To—Davis Coal Mining Co., Grafton, W. Va.:

Callahan Coal Sales Co. Clarksburg, W. Va.:

Operators' Fuel Co., 1727 Real Estate Trust Bldg., Phila.:

John Wills, Inc. Penna. Bldg., Phila.:
 Patton Coal Co., Fairmont W. V.:
 Logan Coal Co., Harrison Bldg., Phila.:
 Fisher-Summit Coal Co., Clarksburg, W. Va.:
 M. B. Courtright & Co., Land Title Bldg., Phila., Penna.:
 Lewis & Burrell, Grafton, W. Va.:

Coal situation very serious with us. Use every effort to make heavy shipments this week. Relying on your cooperation to carry us through very serious situation. Any help given me will be highly appreciated.

Edison Portland Cement Company, per A. H. Moses.

[fol. 2756½]

DEF'TS' Ex. No. D-605

Western Union
 Telegrams, Cablegrams

Dated February 25th, 1920.

To Bixler Coal & Coke Co., Pittsburgh, Penna.:

Coal situation very serious at our plant. Wire me what cooperation can expect of you. Situation very alarming.

Edison Portland Cement Company.

[fol. 2757]

DEF'TS' Ex. No. D-606

March 9, 1920.

Operators' Fuel Co., 1727 Real Estate Trust Bldg., Philadelphia,
 Penna.

Attention Mr. John Wolfe

DEAR MR. WOLFE: Our Coal condition at New Village became so serious that we were obliged to cease operations for the past two weeks, and I am appealing to all our friends to do everything possible to make heavy consignments of coal to us during the coming week.

I want to assure you that any and all help given us in times such as these, will be greatly appreciated by the writer, and rest assured, that our future business will be measured by the help given us in times of need.

Please do everything to scour the Region very carefully for us, and I earnestly hope you will be able to report something definite to us in the course of the next day or two.

Thanking you for past courtesies.

Yours very truly, — — —, Asst. Secretary. AHM:CB.

[fol. 2757½]

DEF'TS' Ex. No. D-607

March 8, 1920.

Fisher-Summit Coal Co., Clarksburg, W. Va.

GENTLEMEN: Our coal conditions are so serious that the writer is appealing to your good will to do everything possible to keep Coal rolling to us in as large a tonnage as is possible.

You are one of the good friends that are helping us out, and you may rest assured that the writer is going to do everything possible from our end after the lid is off to present you with a good contract for our 1920 requirements. We, therefore, hope you will work hard and consistently for us in the field to procure sufficient tonnage rolling in order that the acute condition at our plant may be relieved as quickly as possible.

Work hard for us and rely on the writer's co-operation when business again becomes normal.

Yours very truly, ———, Asst. Secretary. AHM:CB.

[fol. 2758]

DEF'TS' Ex. No. D-608

March 24, 1920.

Moore & Co., Inc., Land Title Bldg., Philadelphia, Penna.

GENTLEMEN: Please do everything possible to help us out with a few cars of Coal on our order No. 70279, given you on March 16th.

Our Coal situation is again becoming very serious, and any help you are able to give the writer, at the present time, will without doubt, receive our best co-operation, when conditions again become normal.

May I depend on your co-operation and consideration? A wire or telephone call on the subject matter will be greatly appreciated.

Thanking you for past favors.

Yours very truly, ———, Asst. Secretary. AHM:CB.

[fol. 2758½]

DEF'TS' Ex. No. D-609

February 19, 1920.

Philadelphia & Reading R. R. Co., Mr. O. W. Stager, Supt. of Transportation, Reading Terminal, Philadelphia, Pa.

DEAR SIR: We respectfully request that the following cars of coal recently shipped to us, be allowed to come through:

Shipped Feb. 12th by Operators' Fuel Agency, cars NW 35076, E.23304, P&R 406717.

Shipped Feb. 16th by Operators' Fuel Agency, cars E 42066, PMcK&Y 60244, L&MS 49368.

Shipped Feb. 16th by Operators' Fuel Agency, cars N&W 57005, PL 722004, PL 800639.

Shipped Feb. 16th by Madeira, Hill & Co., cars C&O 30853, B&O 237557.

Shipped Feb. 13th by H. H. Lineaweaver & Co., cars LV 17246.

Shipped Feb. 14th by H. H. Lineaweaver & Co., cars L&N 85139.

Shipped Feb. 16th by H. H. Lineaweaver & Co., cars 921669 (PL).

[fol. 2759] We have been having a considerable number of cars diverted from us and unless this coal is allowed to come through to us, we will be at the point of closing down our mill.

The above cars are consigned to us at Egypt, Lehigh Co., Pa.-Iron-
ton R. R. delivery.

Yours very truly, Giant Portland Cement Company. —

—, Secretary.

[fol. 2759½]

DEF'TS' Ex. No. D-610

Security Cement and Lime Co.

Hagerstown, Md., February 21st, 1920.

An Important Bulletin

Three serious restrictions have affected the box car situation since the first of the year.

1. Early in January only 50% of the actual box car requirements were given to shippers;

2. From February 7th to 10th no shipments were permitted to points East. This embargo was lifted on the 10th but again,

3. Was effective from February 17th to 21st.

The theory is, that this will prevent shortage of cars later on, but the fact is, that practically every cement plant in the country has orders for immediate shipment just as soon as the snow is off the ground and the further fact is, that road contractors all over the Country are now piling stone on the site of the proposed work and have orders in for immediate and continued prompt shipments [fol. 2760] during the year. You can thus see that this car shortage is with us to stay.

We are avoiding large contracts, so that we will have cement for you for your trade which we want to help you to hold. But, if you do not start right now to make room for a supply—get your order in now so that we can ship it promptly—it will be difficult to get cars and you will be working from hand to mouth all during 1920.

Please give this your serious consideration and help us to help you.

Security Cement & Lime Company. HBW/T.

[fol. 2760½]

DEF'TS' EX. NO. D-611

February 23, 1920.

American Hardware & Equipment Co., Charlotte, N. C.

GENTLEMEN: We are in receipt of your telegram and regret that, owing to car shortage and an accumulation of orders, we are unable to quote you on 2,000 bbls. shipments to start the first of March at the rate of one car per week.

Our contract obligations are such that, until conditions become more settled, we feel compelled to go slow in accepting further orders for immediate shipment, therefore can not see our way clear to quote on the 2,000 bbls. referred to in your telegram.

We thank you for the opportunity offered us of quoting you and trust that you appreciate our position in the matter.

Yours very truly, Giant Portland Cement Company. —
—, General Sales Manager.

[fol. 2761]

DEF'TS' EX. NO. D-612

Postal Telegraph-Commercial Cables Telegram

March 1, 1920.

Commonwealth Fuel Co., Oliver Building, Pittsburgh, Penna.:

We are in very urgent need of coal. Will greatly appreciate anything you can do to relieve situation. Heavy railroad confiscations of your coal continue.

Phoenix Portland Cement Co.
—

[fol. 2761½]

DEF'TS' EX. NO. D-613

The J. E. Long Coal Company

Clarksburg, W. Va.

March 1, 1920.

Penn Allen Cement Co., Allentown, Penna.

GENTLEMEN: We have yours of the 28th quoting letter of the 23d which did not reach us until Friday last, asking that we resume shipments at the rate of one car per day until further notice and we wired you this morning as per attached copy.

You are doubtless familiar with the very serious situation relative to the car supply in this region. It is almost impossible to get any coal forward, particularly coal consigned to cement companies as same [fol. 2762] is being diverted as rapidly as the railroads can get hold of it. The railroads are demanding 100 per cent on their fuel requirements and when they are not getting sufficient they are con-

fiscating coal necessary, particularly that of cement companies. What little spot coal is in the market is being eagerly sought after by people claiming to have export and Canadian business and they are offering fancy premiums for same.

We will, however, do the best we can for you and get as much coal forward for you as is possible.

Very truly yours, The J. E. Long Coal Co. J. Edgar Long,
President.

[fol. 2762½]

DEF'TS' Ex. No. D-614

March 3, 1920.

Mr. W. P. Rogers, Springer & Rogers, 112 South Broadway, New
Philadelphia, Ohio.

DEAR SIR: Yours of March 1st to hand, we will send calendars to the parties mentioned.

In regard to cement for the Wise-McClung Co.'s building, we regret exceedingly to advise that owing to our present contract obligations it will be impossible to quote you a price on Giant for this work, as with the contracts now on hand we have apparently all the contract cement we can handle this year, and have therefore discontinued quoting on any additional contract cement for future shipment.

We assure you we regret very much indeed we cannot name you price for this job, but feel that it is better to try and take care of the contracts we now have on our books rather than take on further contracts and disappoint our customers when shipments are called [fol. 2763] for, and as you have contracts with us we know you will appreciate our position.

We can, however, take care of current carload business, and are sending you herewith a revised quotation.

At the present time we are experiencing considerable trouble in securing cars besides the embargoes placed by the railroads, and if you need any cement for stock would request that you give us as much notice as possible of your requirements, as we are trying to treat all of our friends fairly by shipping in rotation as orders are received.

With kind regards, we remain,

Yours very truly, ———, General Sales Manager. SNP-
N. Enc.

[fol. 2763½]

DEF'TS' Ex. No. D-615

March 3, 1920.

Thomas Hardware Co., Statesville, North Carolina.

GENTLEMEN: Your telegram of even date to hand and we wired you as per within confirmation, and regret very much indeed we will be unable to quote on the two thousand bbls. cement for Morrison

Flour Mills, but our present contract obligations are such that we are practically sold up for the year and we feel it is only fair to those friends who have contracts with us that we do not take on more than we could possibly ship. We are, however, in position to take care of any orders you may have for stock, although at the present time owing to car shortage and embargoes we are considerably behind with shipments, but will do our best to take care of any stock orders you may place with us.

Thanking you for the inquiry, and for past favors, we remain,
Yours very truly, ———, General Sales Manager. F.

[fol. 2764]

DEF'TS' EX. No. D-616

Postal Telegraph-Commercial Cables Telegram

March 6, 1920.

Mr. George Paull, Commonwealth Fuel Co., Pittsburgh, Pa.:

We are facing serious shut down immediately if we do not get more coal. If you can get coal for us under any conditions to relieve situation we would greatly appreciate it.

Phoenix Portland Cement Co.

[fol. 2764½]

DEF'TS' EX. No. D-617

March 17, 1920.

Copy to Mr. Wooten.

Mr. F. T. Brinkley, Div. Frt. Agt. Norfolk & Western Railway, Winston Salem, North Carolina.

DEAR MR. BRINKLEY: During the past sixty days we have experienced the most serious car shortage in the Lehigh district for many years. We are four hundred or more cars behind in shipment and can use 250 cars at that rate of twenty cars per day for movements via Hagerstown and Norfolk & Western Railway. I have been continuously after the Phila., & Reading, C. R. R. of New Jersey and Lehigh Valley but we are only getting about 25% of our car supply.

Is there anything that you can do to help us in this matter? If so I assure you your efforts will be very much appreciated.

Awaiting your reply, and we kindest personal regards, I remain,
Yours very truly, ———, General Sales Manager. SNP-R.

[fol. 2765]

DEF'TS' EX. No. D-618

March 18, 1920.

Geo. W. Paek & Son, Inc., 415 East Water Street, Syracuse, N. Y.

GENTLEMEN: In reply to your letter of March 17th concerning cement for Jenks-Venton Construction Company, we wish to advise

that this order was received on the 8th inst. and there are still on our order files orders for twenty-five cars which were received prior to that date.

The car situation is very acute, and we are now averaging only twenty to twenty-five per cent of our required supply. If this percentage keeps up we will be able to ship your order sometime next week. For the last month we have not been able to average a car a day, so you can realize the predicament we have been placed in by the railroad. You can count upon it, however, that as soon as there is an available car we will ship your order.

Regretting the circumstances which are beyond our control, we are

Very truly yours, Bath Portland Cement Co. ———
Second Vice President. HCR/H.

[fol. 2765½]

DEF'TS' Ex. No. D-619

Geo. W. Pack & Son, Inc.

Syracuse, N. Y., March 17, 1920.

Bath Portland Cement Co., Finance Bldg., Philadelphia, Pa.

GENTLEMEN: Kindly rush and trace car of Cement for Jenks-Venton Const. Co., and kindly advise, we remain,

Very truly yours, George W. Pack & Son, per ALIL.

[fol. 2766]

DEF'TS' Ex. No. D-620

Copy to Norfolk.

March 18, 1920.

Mr. Wm. C. Mallonce, Robert G. Lassiter & Company, Arcade Building, Norfolk, Virginia.

DEAR SIR: Replying to your telegram of the 17th inst., we wired you as per attached confirmation.

We appreciate fully your position and are exceedingly sorry for the unavoidable delay in shipments, but this is due absolutely to the car shortage. We have the cement on hand and would be only too glad to ship it out if we could get the cars, and if Mr. Ashburner can arrange to secure cars for us, we assure you we will greatly appreciate it and would be glad if he will advise how many cars he can arrange to have furnished to us.

We are constantly in touch with our connecting lines endeavoring to get cars, but are only receiving about 25% of our supply daily, and with the large number of orders ahead of your weekly order received March 4th, we cannot make very much headway with the [fol. 2766½] small number of cars we received daily. We will however make a special effort to get two cars moving to you tomorrow.

We are having the Pennsylvania R. R. trace the two cars shipped March 10th, and two cars shipped March 15th. They advise that car AT&SF 39229, shipped March 10th, left Delmar March 16th for Cape Charles on Engine #6334, and we trust you have now received this car. We will keep after the other cars.

Assuring you we will do our best to help you, we remain

Yours very truly, ———, General Sales Manager. N.
ENC.

[fol. 2767]

DEF'TS' Ex. No. D-621

Western Union Telegram

March 18, 1920.

W. C. Mallonee, R. G. Lassiter & Company, Arcade Building, Norfolk, Virginia:

Delay absolutely due to car shortage. If Ashburner can furnish cars we have cement and can ship. Tracing cars shipped.

S. N. Peters.

[fol. 2767½]

DEF'TS' Ex. No. D-622

April 17, 1920.

Hendrickson & Dilatush, Robbinsville, N. J.

GENTLEMEN: In reply to your letter of April 16th, we wish to advise that acknowledgement covering your order for one small car of Bath Portland Cement was sent you on April 15th, and probably crossed your letter in the mail.

In regard to shipment, we cannot promise you anything definite. At the present time all railroads are embargoed on account of the strike, and for the last four days we have not been able to load a car. As soon as the situation changes, we will give your order our best possible attention.

Regretting the conditions, we are,

Very truly yours, Bath Portland Cement Co. ———,
Second Vice President. HCR/H.

[fol. 2768]

DEF'TS' Ex. No. D-623

Hendrickson & Dilatush

Robbinsville, N. J., Apr. 16, 1920.

Bath Portland Cement Co., Finance Bldg., Philadelphia, Pa.

GENTLEMEN: We have not received acknowledgment yet for our order for car cement. Please acknowledge same and give us some information as to when you can ship it. We practically have all

the cement sold we have in stock and if you are not in a position to ship promptly, we will have to get a car from someone else. Kindly advise us.

Yours very truly, Hendrickson & Dilatush. E/D.

[fol. 2768½]

DEF'TS' Ex. No. D-624

Postal Telegraph-Commercial Cables Telegram

Phila., Pa., April 24, 1920.

C. T. Kingsbury, c/o Rosslyn Steel & Cement Co., Woodward Building, Washington, D. C.:

Mill advises us B. & O. embargo on again. Cannot ship.

Bath Portland Cement Co.

[fol. 2769]

DEF'TS' Ex. No. D-625

May 3, 1920.

Re A. S. Pettit & Sons Order # 3115

Mr. W. J. Kenlon, c/o New York office.

DEAR SIR: We have your letter of May 1st in reference to the above.

At the present time we cannot make shipment to them on account of the existing embargo, and we cannot say exactly when this embargo will be lifted. You can, however, assure them that their order will be shipped just as soon as this embargo is lifted.

You might take up with them the question of this shipment going forward in 25c sacks, as we would like to have this matter straightened out as soon as possible, and let us know what they have to say in regard to receiving shipments in 25c sacks.

Very truly yours, Bath Portland Cement Co., ———, Assistant Sales Manager. HCR/H.

[fol. 2769½]

DEF'TS' Ex. No. D-626

Bath Portland Cement Co.

. New York, May 1, 1920.

Re A. S. Pettit & Sons, Inc. New York Order No. 3115

Mr. W. G. Dutton, Second Vice-President, Finance Building, Philadelphia, Penna.

DEAR SIR: We are in receipt of a letter dated April 29th from the above asking if we will advise them as to when shipment of their

order will be made; also what position their shipment has on our schedule when the railroads begin accepting shipments of carloads of cement.

Yours very truly, Bath Portland Cement Company. Walter J. Kenlon.

[fol. 2770]

DEF'TS' EX. No. D-627

Postal Telegraph-Commercial Cables

Telegram, Night Letter

May 3, 1920.

C. R. Capps, First Vice-president Seaboard Air Line Railway Company, Norfolk, Virginia:

Have under contract approximately twenty-five hundred cars cement to move from Egypt, Pennsylvania to North and South Carolina points. Unable to secure adequate car supply and practically all work suspended. Interested contractors meeting Yarborough Hotel, Raleigh, May sixth. Can you meet with us to go over situation.

Giant Portland Cement Company.

[fol. 2770½]

DEF'TS' EX. No. D-628

Western Union Telegram

Norfolk, Va., May 4, 1920.

Giant Portland Cement Co., Phila., Pa.:

Your wire third regret I cannot personally be in Raleigh sixth but will endeavor to have representative there.

C. R. Capps.

[fol. 2771]

DEF'TS' EX. No. D-629

Western Union Telegram

Pittsburgh, Penna., May 5, 1920.

L. C. Morton, Vice-Pres.-Gen. Mgr. Phoenix Portland Cement Co., Philadelphia, Penna.:

Mines idle no cars yesterday and today prospects for shipment very poor regret to say.

George Paull.

1706

[fol. 2771½]

DEF'TS' EX. NO. D-630

Postal Telegraph-Commercial Cables Telegram

May 6, 1920.

Mr. George Paull, Commonwealth Fuel Co., Oliver Bldg., Pittsburgh, Pa.:

Your wire received. Can you possibly ship from any of your other mines. If so, rush all coal possible.

L. C. Morton.

[fol. 2772]

DEF'TS' EX. NO. D-631

Western Union Telegram

Pittsburgh, Pa., May 6, 1920.

L. C. Morton, Vice-Pres.-Gen. Mgr. Phoenix Portland Cement Co., Real Estate Trust Bldg., Philadelphia, Penn.:

Your wire have had nothing but bad luck on production at Wendel and Galloway mines this month Galloway mines idle today no cars Wendel mine had a few cars today but men out on strike our labor difficulties are due to wage adjustments under new scale and hope next week will show more productive results understand your situation fully and regret inability to afford you relief today will advise further.

George Paull.

[fol. 2772½]

DEF'TS' EX. NO. D-632

Western Union Telegram

Pittsburgh, Penn., May 7, 1920.

L. C. Morton, Vice-Pres.-Gen. Mgr. Phoenix Portland Cement Co., Philadelphia, Penn.:

Mines idle today account no cars and strike attempting to buy you coal this district.

Commonwealth Fuel Company.

[fol. 2773]

DEF'TS' EX. NO. D-633

Western Union Telegram

Pittsburgh, Penn., May 10, 1920.

M-L. C. Morton, Vice-Pres. Phoenix Portland Cement Co., Philadelphia:

Mines still idle account strike and short of cars expect to make shipments to you tomorrow will wire.

Geo. Paull.

[fol. 2773½]

DEF'TS' EX. No. D-634

Western Union Telegram

Pittsburgh, Pa., May 12, 1920.

L. C. Morton, Vice-President Phoenix Portland Cement Co., Philadelphia, Penn.:

Weddell mines idle account strike Galloway mines idle no cars yesterday and today regret no shipments.

Commonwealth Fuel Co.

[fol. 2774]

DEF'TS' EX. No. D-635

May 18, 1920.

Ohio Coal & Supply Co., Cleveland, Ohio.

GENTLEMEN: Replying to your telegram of this date, we wired you as follows:

"Cannot ship Geneva for two or three weeks."

We then received your telegram requesting whether we will ship four cars to Geneva in three weeks; we then replied as follows:

"Will endeavor to ship one car Geneva within three weeks. Can make no promises regarding balance until railroad situation is improved."

In reference to this matter of shipment, would say that the situation has become so acute as regards our supply of empty cars that we find it necessary to make no further promises whatever. We are getting further back in our shipments every day, and there is no use of us making a promise until the present situation changes for the better. We are going to do the very best we can by our trade, and that is all we can promise.

[fol. 2774½] Our present price on Bath Portland Cement is \$3.54 per barrel in cloth sacks, carload lots, f. o. b. cars Geneva, Ohio; the price in paper sacks is 70¢ per barrel less. We would prefer to make shipment in paper if same could be handled that way.

This price we cannot guarantee, and is subject to change without notice. Of course, any orders on file at this price, and should there be an advance before shipment you would be notified before shipment is made. The quotation is also subject to all the terms and conditions stated on the back of this sheet.

We are indeed sorry that we cannot offer you anything more favorable, but you will realize beyond a doubt that the trouble is entirely due to the railroad situation and is no fault of ours, as we have a large stock of cement which we would like to move; in fact, will have to move it very shortly or else close down on account of not having sufficient storage space to keep running.

Very truly yours, Bath Portland Cement Co. — — —,
Second Vice President. WGD/H.

[fol. 2775]

DEF'TS' Ex. No. D-636

May 22, 1920.

Mr. Louis Rafetto, President Bath Portland Cement Company,
Finance Building, Philadelphia, Pa.

DEAR SIR: Unless there is a decided improvement in the car supply for shipment during the coming week, we find it will be necessary, owing to the accumulation of stock, to curtail our production. We have decided during the month of June to operate only four kilns.

Will you please ship during the said period 2,500 tons of Gas and 2,000 tons of Steam Coal to cover our requirements.

Thanking you for your prompt attention in this matter.

Very truly yours — — —, First Vice President. FBF/J.

[fol. 2775½]

DEF'TS' Ex. No. D-637

Alpha Portland Cement Company

Easton, Pa.

Plenty of Cement—No Cars

It seems desirable that the following facts should be brought to the attention of our customers, in view of the delay on our part in making shipment of orders:

1. We have plenty of cement in our stock houses at this time. In fact we have more than twice as much on hand now as we had at this time a year ago.

2. We have not received anything like the number of empty cars needed to ship the orders we have received for the past two months. The car supply is not sufficient in quantity and is very irregular. We have received almost no cars the past week.

3. Many of the orders which we have on file are for destinations for which railroads will not accept loaded cars.

4. Because of the above, we are forced to the following policy:

First. As previously advised, all quotations are withdrawn.

Second. Until further notice, we will not make any obligations for future shipments.

[fol. 2776-2778] Third. Until further notice, we will not accept additional orders from our customers.

Finally, you can be of great assistance in helping us to overcome the car shortage, if you will get in communication with your local Chamber of Commerce, Board of Trade, Rotary Club, Kiwanis Club, or any other influential organization or person in your community, and get them to wire and write the Interstate Commerce Commission, Washington, D. C., explaining the imperative need for building material in your community and urging the adoption of such rules and regulations as will insure a sufficient supply of box cars to the Cement Manufacturer.

Alpha Portland Cement Company.

May 24, 1920.

(Here follow Defendants' Exhibits D-638 to D-641, inc., marked pages 2779-2834½.)

DEFENDANT'S EXHIBIT D 638

2779

	REPLACEMENT VALUE LESS DEPRECIATION + WORKING CAP TOTAL ASSETS	TOTAL CAPITAL DIVIDENDS	%
ALLENTOWN	26823096	795000	03%
ALPHA	2143147799	38000000	15%
ATLAS	3765263838	34484817	09%
BATH	242202555	6300000	26%
COPLAY	550491848	2817000	05%
DEXTER	323300612	15902720	49%
EDISON	638268256	- - -	- - -
GIANT	807561847	- - -	- - -
GLEN'S FALLS	286362922	8600000	30%
HERCULES	252808998	- - -	- - -
KNICKERBOCKER	559528830	11900000	21%
LAWRENCE	482201241	16000000	33%
LEHIGH	2266656489	45261993	20%
NAXARETH	428797317	6367410	14%
PENN ALLEN	257211219	3461000	13%
PENNSYLVANIA	507348676	- - -	- - -
PHOENIX	246102835	- - -	- - -
SECURITY	331685722	7000000	21%
VULCANITE	514409449	13650000	26%
A	15166225609	210539940	139%

ALLENTOWN

[illegible]

ALPHA

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK									
PREFERRED STOCK	80000000	80000000	80000000	80000000	80000000	80000000	80000000	80000000	100000000
TOTAL CAPITAL STOCK	200000000	200000000	200000000	200000000	200000000	200000000	200000000	200000000	200000000
INVESTED CAPITAL	100000000	100000000	100000000	100000000	100000000	100000000	100000000	100000000	120000000
DIVIDENDS—COMMON STOCK (CASH)	11,680,752.4	11,732,629.12	12,823,620.49	13,936,816.17	13,045,348.66	13,415,114.19	13,682,000.68	14,272,996.48	14,640,327.95
DIVIDENDS—PREFERRED STOCK (CASH)	14000000	14000000	14000000	14000000	14000000	14000000	14000000	14000000	14000000
TOTAL CASH DIVIDENDS	14000000	14000000	14000000	14000000	14000000	14000000	14000000	14000000	14000000
STOCK DIVIDENDS	—	—	—	—	—	—	—	—	—
PERCENT DIVIDENDS—COMMON STOCK—CASH TO TOTAL COMMON STOCK	—	—	—	2%	5%	5%	5%	6%	4.5%
PERCENT DIVIDENDS—PREFERRED STOCK CASH—TO TOTAL PREFERRED STOCK	7%	7%	7%	7%	7%	7%	7%	7%	7%
PERCENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK	1.4%	1.4%	1.4%	5%	3.8%	3.8%	3.8%	6.2%	4.9%
PERCENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO GOVERNMENT ⁽³⁾	1.25%	1.18%	1.09%	2.32%	2.91%	2.15%	2.77%	4.37%	4.43%

25%

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	8,158,900	8,158,700	8,209,700	8,244,076.00	8,172,784.7	8,224,597.8	8,155,531.6	7,951,932.12	11,721,702.22
PREFERRED STOCK	11,525,000	11,122,000	11,225,000	2,009,570.00	19,208,000	18,714,840.00	18,229,870.00	16,052,450.00	16,048,400.00
TOTAL CAPITAL STOCK	19,683,900	19,280,700	19,434,700	10,253,646.00	10,147,814.7	10,095,887.8	9,985,401.6	8,957,585.12	12,777,701.106
INVESTED CAPITAL	11,447,777.84	11,902,228.77	11,761,246.22	12,027,745.81	12,558,492.6	12,161,508.14	12,177,701,106	11,607,309.8	14,701,006.10
DIVIDENDS—COMMON STOCK (CASH)	—	—	—	—	—	—	201,796.67	862,727.63	440,787.79
DIVIDENDS—PREFERRED STOCK—(CASH)	892,200.00	894,600.00	1,522,592.41	1,697,746.5	1,509,674.5	1,447,401.2	1,420,525.00	1,274,617.9	1,282,266.18
TOTAL CASH DIVIDENDS	892,200.00	894,600.00	1,522,592.41	1,697,746.5	1,509,674.5	1,447,401.2	1,622,321.67	1,495,142.9	1,720,443.97
STOCK DIVIDENDS	—	—	—	—	—	—	—	3,492,370.00	—
PERCENT DIVIDENDS—COMMON STOCK CASH TO TOTAL COMMON STOCK	—	—	—	—	—	—	2.47%	4.93%	8.97%
PERCENT DIVIDENDS—PREFERRED STOCK CASH TO TOTAL PREFERRED STOCK	8.00%	8.00%	13.44%	3.25%	3.25%	3.25%	3.35%	3.24%	7.91%
PERCENT TOTAL DIVIDENDS—(CASH) TO TOTAL CAPITAL STOCK	4%	4%	1.44%	1.67%	1.49%	1.43%	3.63%	5.47%	4.47%
PERCENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO THE GOVERNMENT	74%	73%	1.20%	1.33%	1.20%	1.20%	2.25%	3.02%	3.99%

[illegible]

COPLAY

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
PREFERRED STOCK	4500000	4500000	7300000	9300000	9300000	9300000	9300000	9300000	9300000
TOTAL CAPITAL STOCK	24500000	24500000	27300000	29300000	29300000	29300000	29300000	29300000	29300000
INVESTED CAPITAL	34220763	362571597	379080645	353472304	376631704	343617415	332616842	328440120	315499073
DIVIDENDS COMMON (CASH)	—	—	—	—	—	—	—	—	—
DIVIDENDS PREFERRED (CASH)	—	—	2817000	5634000	8451000	5634000	2817000	5634000	—
TOTAL CASH DIVIDENDS	—	—	2817000	5634000	8451000	5634000	2817000	5634000	—
SCRIP DIVIDENDS (Preferred Stock)	—	—	—	—	28236000	—	—	—	—
PERCENT DIVIDENDS COMMON STOCK CASH TO TOTAL COMMON STOCK	—	—	—	—	2 1/2 %	—	—	—	—
PERCENT DIVIDENDS PREFERRED STOCK CASH TO TOTAL PREFERRED STOCK	—	—	3.00%	6.00%	9.00%	6.00%	3.00%	6.00%	—
PERCENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK	—	—	.053%	1.91%	2.815%	1.916%	.958%	1.916%	—
PERCENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO THE GOVERNMENT	—	—	.733%	1.593%	2.205%	1.689%	.846%	1.712%	—

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	3750000	3750000	3750000	3750000	4575000	3946000	3964000	3964000	9934000
PREFERRED STOCK	1250000	1250000	1250000	1250000	4250000	740000	340000	340000	340000
TOTAL CAPITAL STOCK	5000000	5000000	5000000	5000000	5000000	4686000	4304000	4304000	9954000
INVESTED CAPITAL	8343961	9668715	9781231	9464989	8804316	10245700	7401045	1184802	14796665
DIVIDENDS - COMMON (CASH)	3000000	3000000	3750000	561800	618900	7433000	1579800	15381537	6485400
DIVIDENDS - PREFERRED (CASH)	1000000	1000000	1000000	748000	200944	32320	24320	24320	24320
TOTAL CASH DIVIDENDS	4000000	4000000	4750000	573000	638844	7465320	15942720	15405711	8459720
STOCK DIVIDENDS	-	-	-	-	-	-	-	5954400	160%
PER CENT DIVIDENDS - COMMON STOCK CASH TO TOTAL COMMON STOCK	8.0%	8.0%	10.0%	1.348%	1.348%	18.90%	46.0%	38.4%	8.5%
PER CENT DIVIDENDS - PREFERRED STOCK CASH TO TOTAL PREFERRED STOCK	8.0%	8.0%	8.0%	6.0%	4.0%	4.5%	8.0%	8.0%	8.0%
PER CENT TOTAL DIVIDENDS (CASH). TO TOTAL CAPITAL STOCK	8.0%	8.0%	9.5%	1.16%	1.34%	18.6%	39.1%	38.6%	8.4%
PER CENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO GOVERNMENT	4.5%	4.0%	4.6%	6.0%	7.0%	7.0%	15.3%	13.0%	7.0%

[illegible]

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK									
PREFERRED STOCK	1110000-	1110000-	1110000-	1110000-	1110000-	1110000-	1110000-	1110000-	1110000-
TOTAL CAPITAL STOCK	1880000-	1880000-	1880000-	1880000-	1880000-	1880000-	1880000-	1880000-	1880000-
INVESTED CAPITAL	2970000-	2990000-	2990000-	2990000-	2990000-	2990000-	2990000-	2990000-	2990000-
DIVIDENDS - COMMON (CASH)	297001891	297796771	298436504						
DIVIDENDS - PREFERRED (CASH)									
TOTAL CASH DIVIDENDS									
STOCK DIVIDENDS									
PER CENT. DIVIDENDS - COMMON STOCK BASE TO TOTAL COMMON									
PER CENT. DIVIDENDS - PREFERRED STOCK TO TOTAL PREFERRED									
PERCENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK									
PERCENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REMAINED TO GOVERNMENT									

BEGAN OPERATIONS. MAY 1913

DIVIDENDS - COMMON (CASH)

DIVIDENDS - PREFERRED (CASH)

TOTAL CASH DIVIDENDS

STOCK DIVIDENDS

PER CENT. DIVIDENDS - COMMON STOCK BASE TO TOTAL COMMON

PERCENT. DIVIDENDS - PREFERRED STOCK TO TOTAL PREFERRED

PERCENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK

PERCENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REMAINED TO GOVERNMENT

GLEN FALLS

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	500000-	500000-	500000-	500000-	500000-	500000-	500000-	500000-	500000-
PREFERRED STOCK	100000-	100000-	100000-	100000-	100000-	100000-	100000-	100000-	100000-
TOTAL CAPITAL STOCK	600000-	600000-	600000-	600000-	600000-	600000-	600000-	600000-	600000-
INVESTED CAPITAL	947474.06	1032750.09	1099659-	1021409.54	1012389.11	1098764.50	1153040.81	1200466.13	116397.25
DIVIDENDS - COMMON (CASH)	50000-	50000-	50000-	50000-	80000-	55000-	80000-	100000-	55000-
DIVIDENDS - PREFERRED (CASH)	6000-	6000-	6000-	6000-	6000-	6000-	6000-	6000-	6000-
TOTAL CASH DIVIDENDS	56000-	56000-	56000-	56000-	86000-	61000-	86000-	110000-	61000-
STOCK DIVIDENDS	0-	0-	0-	0-	0-	0-	0-	0-	0-
PERCENT DIVIDENDS - COMMON STOCK CASH TO TOTAL COMMON	10. %	10. %	10. %	10. %	16. %	11. %	16. %	21. %	11. %
PERCENT DIVIDENDS PREFERRED STOCK TO TOTAL - PREFERRED	6. %	6. %	6. %	6. %	6. %	6. %	6. %	6. %	6. %
PERCENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK	9.333 %	9.333 %	9.333 %	9.333 %	14.333 %	10.67 %	14.333 %	18.50 %	10.67 %
PERCENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO GOVERNMENT	5.91 %	5.402 %	5.062 %	5.442 %	8.415 %	5.567 %	7.457 %	9.346 %	5.203 %

HERCULES

2784

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK						11300000	11890000	15000000	15000000
PREFERRED STOCK									
TOTAL CAPITAL STOCK						11300000	11890000	15000000	15000000
INVESTED CAPITAL						10892408	148379463	150362186	149579001

DIVIDENDS - COMMON (CASH)

DIVIDENDS - PREFERRED (CASH)

TOTAL CASH DIVIDENDS

STOCK DIVIDENDS

PER CENT DIVIDENDS - COMMON STOCK (CASH) TOTAL COMMON STOCK

PER CENT DIVIDENDS - PREFERRED STOCK TO TOTAL PREFERRED STOCK

PER CENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK

PER CENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO GOVERNMENT

BEGAN OPERATION AUGUST 1917
FIRST FULL YEAR 1918

KNICKERBOCKER

[illegible]

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Common Stock	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000
Preferred Stock	—	—	—	—	—	—	—	—	—
Total Capital Stock	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000
Invested Capital	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000
Dividends - Common (Cash)	600000	800000	900000	900000	1000000	1000000	1000000	1000000	1000000
Dividends - Preferred (Cash)	—	—	—	—	—	—	—	—	—
Total Cash Dividends	600000	800000	900000	900000	1000000	1000000	1000000	1000000	1000000
Stock Dividends	—	—	—	3000000	—	—	—	—	—
Per Cent. Dividends - Common Stock-Cash To Total Common Stock	600%	800%	900%	900%	1000%	1000%	1000%	1000%	1000%
Per Cent. Dividends - Preferred Stock To Total Preferred Stock	—	—	—	—	—	—	—	—	—
Per Cent. Total Dividends (Cash) To Total Capital Stock	600%	800%	900%	900%	1000%	1000%	1000%	1000%	1000%
Per Cent. Total Dividends (Cash) To Invested Capital Returned To Government	600%	800%	900%	900%	1000%	1000%	1000%	1000%	1000%

NAZARETH

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	13470000	13470000	13470000	13470000	13470000	13470000	13470000	13470000	13470000
PREFERRED STOCK	14532000	14532000	14532000	14532000	14532000	14532000	14532000	14532000	14532000
TOTAL CAPITAL STOCK	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000
INVESTED CAPITAL	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000
DIVIDENDS - COMMON (CASH)	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000
DIVIDENDS - PREFERRED (CASH)	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000
TOTAL CASH DIVIDENDS	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000	27992000
STOCK DIVIDENDS	—	—	—	—	—	—	—	—	—
PER CEN. DIVIDENDS - COMMON Stock Div. To Total Common Stock	—	—	—	—	—	—	6.17 %	6.13 %	6.07 %
PER CEN. DIVIDENDS - PREFERRED Stock To Total Preferred Stock	—	—	—	—	—	5.13 %	5.13 %	5.13 %	5.13 %
PER CEN. TOTAL DIVIDENDS (CASH) To Total Capital Stock	—	—	—	—	—	3.81 %	5.76 %	5.89 %	5.89 %
PER CEN. TOTAL DIVIDENDS (CASH) To Invested Capital Remaining To Government	—	—	—	—	—	1.18 %	3.11 %	3.02 %	2.84 %

PENN ALLEN.

	1913	1914	1915	1916	1917	1918	1919	1920	1921
Common Stock	346,000	346,000	346,000	346,000	346,000	346,000	346,000	347,000	348,000
Preferred Stock	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Total Capital Stock	346,000	346,000	346,000	346,000	346,000	346,000	346,000	347,000	348,000
Invested Capital	316,070	409,000	409,077	409,170	409,170	409,170	409,170	417,000	421,070
Dividends-Common-(Cash)	—	—	—	—	—	—	346,000	—	348,000
Dividends-Preferred-(Cash)	—	147,75	—	150,000	100,000	100,000	100,000	—	100,000
Total Cash Dividends	—	147,75	—	150,000	100,000	100,000	346,000	—	448,000
Stock Dividends	—	—	—	—	—	—	—	—	—
Px Cent- Dividends-Common Stock-Cash To Total Common Stock	—	—	—	—	—	—	10%	—	14%
Px Cent- Dividends-Preferred Stock To Total Preferred Stock	—	147.75%	—	14%	14.16%	18%	10%	—	14%
Px Cent- Total Dividends (Cash) To Total Capital Stock	—	42.71%	—	34.7%	29%	50%	10%	—	13%
Px Cent- Total Dividends (Cash) To Invested Capital Reported To Government	—	40.18%	—	34.6%	33.4%	34%	27.3%	—	40.9%

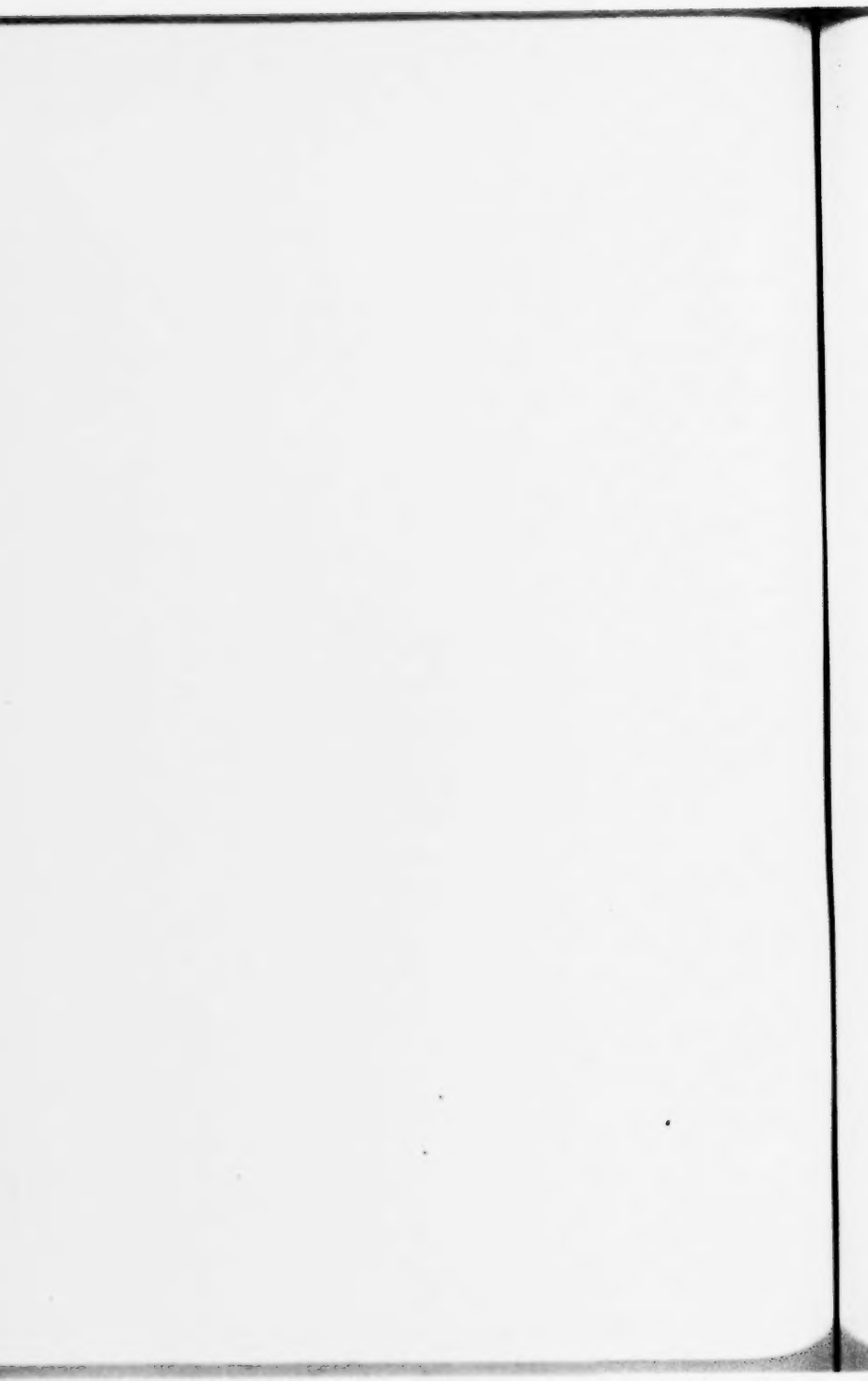
	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	450000	425000	400000	400000	400000	400000	400000	400000	400000
PREFERRED STOCK	800000	800000	800000	800000	800000	800000	800000	800000	800000
TOTAL CAPITAL STOCK	1,250,000	1,225,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
INVESTED CAPITAL	1,125,000	1,125,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
DIVIDENDS COMMON (CASH)	—	—	—	—	—	—	—	—	—
DIVIDENDS PREFERRED (CASH)	—	—	—	—	—	—	—	—	—
TOTAL CASH DIVIDENDS	—	—	—	—	—	—	—	—	—
STOCK DIVIDENDS	—	—	—	—	—	—	—	—	—
PER CENT. DIVIDENDS - COMMON STOCK CASH TO TOTAL COMMON	—	—	—	—	—	—	—	—	—
PER CENT. DIVIDENDS - PREFERRED STOCK TO TOTAL - PREFERRED	—	—	—	—	21. %	14. %	14. %	14. %	14. %
PER CENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK	—	—	—	—	11.7 %	7.7 %	7.7 %	7.7 %	7.7 %
PER CENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL REPORTED TO GOVERNMENT	—	—	—	—	9.2 %	5.8 %	6.1 %	6.3 %	6.2 %

VULCANITE

	1913	1914	1915	1916	1917	1918	1919	1920	1921
COMMON STOCK	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-
PREFERRED STOCK	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—
TOTAL CAPITAL STOCK	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-	2100000-
INVESTED CAPITAL	226916459	2456096%	262706332	263455718	2644502%	265762215	261153677	270428114	266045865
DIVIDENDS COMMON (CASH)	—0—	—0—	—0—	94500-	126000-	115500-	136500-	14000-	—0—
DIVIDENDS PREFERRED (CASH)	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—
TOTAL CASH DIVIDENDS	—0—	—0—	—0—	94500-	126000-	115500-	136500-	14000-	—0—
STOCK DIVIDENDS	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—
PER CENT DIVIDENDS—COMMON STOCK CASH TO TOTAL COMMON	—0—	—0—	—0—	4.5%	6%	5.5%	6.5%	4%	—0—
PER CENT DIVIDENDS—PREFERRED STOCK TO TOTAL PREFERRED	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—
PER CENT TOTAL DIVIDENDS (CASH) TO TOTAL CAPITAL STOCK	—0—	—0—	—0—	4.5%	6%	5.6%	6.5%	4%	—0—
PER CENT TOTAL DIVIDENDS (CASH) TO INVESTED CAPITAL	—0—	—0—	—0—	3.6%	4.1%	4.3%	5.2%	2.9%	—0—
REMITTED TO GOVERNMENT	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—	—0—

DEFENDANT'S EXHIBIT No. D 640

YEAR	1919	1930
REPLACEMENT VALUE (LESS DEPRECIATION)	117,777,960.00	117,771,960.00
WORKING CAPITAL	15,837,232.09	19,171,441.93
ROCK DEPOSIT	18,053,064.00	18,053,064.00
TOTAL	151,662,256.09	154,996,465.93
PERCENTAGE OF NET EARNINGS REPTD TO GOVT (LESS FEDERAL TAXES) TO ABOVE TOTAL	3.2516	1.9962



DEFENDANT'S EXHIBIT No. D 641

SOME INSTANCES WHEREIN THE SPECIFIC JOB CONTRACT
REPORTS (FORM 10) OF CEMENT MANUFACTURERS PROTECTIVE
ASSOCIATION SHOW CONTRACTS AT THE SAME DELIVERY POINT
AT DIFFERENT PRICES ON APPROXIMATELY THE SAME DATE.
CONTRACT REPORT AS OF JANUARY 1st, 1919 (SHEET 1)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
1	Lehigh	5044	Buffalo, N.Y.	8-7-18	2.55
1	Nazareth	1259	Buffalo, N.Y.	8-8-18	2.68
3	Cigna	7-684	Buffalo, N.Y.	9-19-17	2.39
1	Edison	A-685-1250	Buffalo, N.Y.	4-3-18	2.26
1	Lehigh	4919	Buffalo, N.Y.	4-22-18	2.68
3	Allentown	2386-764	Tarrytown, N.Y.	1-17-18	2.12
3	Atlas	M-12820	Tarrytown, N.Y.	1-18-18	3.20
4	Penna.	314	Brooklyn, N.Y.	3-28-17	2.00
4	Alpha	N-176	Brooklyn, N.Y.	3-29-17	1.97
4	Knicker.	455	Brooklyn, N.Y.	3-22-18	2.12 A/S
4	Penna.	497	Brooklyn, N.Y.	3-23-18	2.15
4	Lawrence	1508	Brooklyn, N.Y.	3-25-18	2.18 A/S
4	Alpha	N-377	Brooklyn, N.Y.	9-21-18	2.60
5	Lehigh	5111	Brooklyn, N.Y.	9-21-18	3.20
4	Hercules	381	Brooklyn, N.Y.	12-27-18	3.23
4	Penna.	691	Brooklyn, N.Y.	12-4-18	3.20
6	Penna.	63	New York City	10-29-15	1.45
6	Penna.	63	New York City	10-29-15	1.32
5	Knicker	439	New York City	3-8-18	2.10
5	Knicker.	441	New York City	3-8-18	2.15
5	Atlas	M-10811	New York City	8-16-18	2.60
5	Lehigh	5106	New York City	8-19-18	2.63
5	Allentown	2610-842	New York City	4-6-18	2.18
5	Hercules	208	New York City	4-4-18	2.15
7	Atlas	L-10129	Bethlehem, Pa.	4-12-17	1.96
7	Dexter	822-756	Bethlehem, Pa.	4-25-17	2.00
7	Dexter	1038-1106	Bethlehem, Pa.	6-5-18	2.54
7	Dexter	1043-1120	Bethlehem, Pa.	6-14-18	2.44
7	Atlas	L-10482	Bethlehem, Pa.	6-25-18	2.53
7	Atlas	L-10530	Bethlehem, Pa.	10-31-18	3.13
7	Lawrence	1613	Bethlehem, Pa.	10-22-19	2.08

CONTRACT REPORT AS OF JANUARY 1st, 1919

(SHEET 2)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
7	Bath	P-379	Bristol, Pa.	3-31-18	2.14
7	Bath	P-296	Bristol, Pa.	4-4-18	2.54
8	Coplay	1593-1522	Chester, Pa.	3-8-18	2.18
8	Bath	P-295	Chester, Pa.	4-3-18	2.58
8	Lehigh	5012	Essington, Pa.	7-30-18	2.71
8	Allentown	2854-871	Essington, Pa.	7-25-18	2.81
8	Alpha	CD -512	Essington, Pa.	8-3-18	2.68
9	Lehigh	4947	Lewistown, Pa.	6-30-18	2.65
9	Penna.	659	Lewistown, Pa.	6-25-18	2.74
9	Allentown	2863-874	Lansford, Pa.	7-29-18	2.87
9	Bath	P- 299	Lansford, Pa.	8-7-18	2.71
10	Coplay	1735-1664	Reading, Pa.	8-7-18	2.77
10	Allentown	2902-881	Reading, Pa.	8-16-18	2.67
10	Allentown	2575-824	Reading, Pa.	3-22-18	2.03
10	Allentown	2580-829	Reading, Pa.	3-21-18	2.14
10	Lehigh	4719	Shamokin, Pa.	3-22-18	2.26
10	Atlas	P-10662	Shamokin, Pa.	3-22-18	2.16
11	Dexter	1059-1133	Spring City, Pa.	7-25-18	2.69
11	Allentown	2863-874	Spring City, Pa.	7-29-18	2.67
12	Lehigh	4848	Philadelphia, Pa.	3-21-18	2.14
12	Allen.	2566-823	Philadelphia, Pa.	3-22-18	2.54
12	Nazareth	1253	Philadelphia, Pa.	7-29-18	2.87
12	Allentown	2861-873	Philadelphia, Pa.	7-27-18	2.67
12	Coplay	1734-1663	Philadelphia, Pa.	8-12-18	2.87
12	Penna.	679	Philadelphia, Pa.	8-7-18	2.67
12	Dexter	1061-1131	Philadelphia, Pa.	8-2-18	2.77
12	Lehigh	5046	Philadelphia, Pa.	8-6-18	2.70
12	Coplay	1739-1668	Philadelphia, Pa.	8-28-18	2.87
12	Giant	NY- 859	Philadelphia, Pa.	8-21-18	2.77
12	Lehigh	5073	Philadelphia, Pa.	8-20-18	2.67

CONTRACT REPORT AS OF JANUARY 1st, 1919 (SHEET 3)

<u>PAGE IN</u> <u>BOOK</u>	<u>COMPANY</u>	<u>CONTRACT</u>	<u>DELIVERY POINT</u>	<u>DATE OF</u> <u>CONTRACT</u>	<u>PRICE</u>
12	Lehigh	4897	Philadelphia, Pa.	5-24-18	2.59
12	Atlas	P-10676	Philadelphia, Pa.	5-16-18	3.58
12	Coplay	1864-1563	Philadelphia, Pa.	5-15-18	2.68
13	Penna.	884	Philadelphia, Pa.	10-31-18	3.27
12	Lawrence	1615	Philadelphia, Pa.	10-3-18	2.80
12	Vulcanite	733	Philadelphia, Pa.	9-10-18	2.67
13	Hercules	347	Philadelphia, Pa.	9-20-18	3.47
13	Allentown	8981-888	Philadelphia, Pa.	9-12-18	2.87
13	Nazareth	436	Philadelphia, Pa.	11-4-18	1.74
14	Nazareth	460	Philadelphia, Pa.	11-13-18	1.84
13	Coplay	1747-1676	Philadelphia, Pa.	9-14-18	2.87
14	Atlas	P-10729	Philadelphia, Pa.	9-18-18	2.67
13	Nazareth	1270	Philadelphia, Pa.	9-21-18	3.47
13	Allentown	3026-892	Philadelphia, Pa.	9-23-18	3.27
13	Allentown	2607-842	Philadelphia, Pa.	4-2-18	2.24
14	Coplay	1641-1570	Philadelphia, Pa.	4-22-18	2.58
16	Atlas	L-10478	Garfield, N.J.	6-27-18	2.67
16	Nazareth	1243	Garfield, N.J.	6-28-18	2.56
16	Penna.	404	Jersey City, N.J.	9-12-17	2.16
16	Atlas	L-10264	Jersey City, N.J.	9-10-17	2.22 dock
17	Allentown	1440-607	Longport, N.J.	4-12-17	2.15
17	Coplay	1291-1280	Longport, N.J.	4-11-17	2.17
17	Lawrence	1603	Newark, N.J.	9-10-18	2.61
17	Hercules	369	Newark, N.J.	9-23-18	3.21
17	Nazareth	1275	Newark, N.J.	11-15-18	3.21
17	Lehigh	5146	Newark, N.J.	11-19-18	3.27
18	Dexter	1070-1136	New Brunswick, N.J.	9-28-18	2.40
18	Bath	N-325	New Brunswick, N.J.	9-14-18	2.70
18	Lehigh	Not stated	South River, N.J.	8-1-18	2.78
18	Nazareth	1263	South River, N.J.	8-21-18	2.70
21	Phoenix	3773-556	Boston, Mass.	7-10-18	2.89
21	Phoenix	3774-556	Boston, Mass.	7-10-18	2.80

CONTRACT REPORT AS OF JANUARY 1st, 1919 (SHEET 4)

<u>PAGE IN</u> <u>BOOK</u>	<u>COMPANY</u>	<u>CONTRACT</u>	<u>DELIVERY POINT</u>	<u>DATE OF</u> <u>CONTRACT</u>	<u>PRICE</u>
24	Lawrence	1597	Hartford, Conn.	8-22-18	2.80
24	Edison	B-314-1342	Hartford, Conn.	8-28-18	2.79
24	Knicker.	378	New Haven, Conn.	11-27-17	2.21
24	Esareth	1057	New Haven, Conn.	11-28-17	2.31
25	Vulcanite	715	Wilmington, Del.	4-4-18	2.18
25	Coplay	1683-1612	Wilmington, Del.	4-13-18	2.58
27	Vulcanite	4786	Washington, D.C.	4-4-18	2.24
27	Vulcanite	723	Washington, D.C.	4-29-18	2.68
27	Atlas	P-10696	Washington, D.C.	6-24-18	2.65
27	Giant	W-951	Washington, D.C.	6-24-18	2.67
27	Lehigh	5064	Washington, D.C.	8-23-18	2.71
27	Edison	C-346-1344	Washington, D.C.	8-31-18	2.74
27	Atlas	P-5708	Washington, D.C.	11-7-18	5.21
27	Coplay	1757-1886	Washington, D.C.	11-8-18	3.31
12	Coplay	1574-1503	Philadelphia, Pa.	2-2-18	2.14
13	Alpha	P-105	Philadelphia, Pa.	2-5-18	2.24

CONTRACT REPORT AS OF FEBRUARY 1st, 1919

(SHEET 5)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
1	Lehigh	5044	Buffalo, N.Y.	8-7-18	3.18
1	Nasareth	1269	Buffalo, N.Y.	8-5-18	2.68
1	Lehigh	4819	Buffalo, N.Y.	4-22-18	3.17
1	Edison	A-685-1250	Buffalo, N.Y.	4-3-18	2.26
1	Knickerbocker	382	Fulton, N.Y.	12-4-17	2.36
1	Knickerbocker	381	Fulton, N.Y.	12-4-17	2.39
2	Lehigh	50	Long Island City	8-7-18	2.60
2	Lehigh	5045	Long Island City	8-7-18	3.10
2	Knickerbocker	410	Mt. Vernon, N.Y.	1-3-18	2.24
2	Knickerbocker	411	Mt. Vernon, N.Y.	1-3-18	2.33
2	Edison	A-656-1213	Syracuse, N.Y.	3-28-16	2.37
2	Bath	NY- 266	Syracuse, N.Y.	3-30-18	2.36
2	Dexter	1049-1110	Syracuse, N.Y.	6-1-18	3.26
2	Dexter	1050-1111	Syracuse, N.Y.	6-1-18	2.68
3	Giant	NY-914	Brooklyn, N.Y.	8-28-17	2.80
3	Atlas	M-10652	Brooklyn, N.Y.	9-12-17	2.91
3	Knickerbocker	455	Brooklyn, N.Y.	3-22-18	2.16 A/S
3	Lawrence	1508	Brooklyn, N.Y.	3-25-18	2.29
3	Lawrence	1341	Brooklyn, N.Y.	1-18-18	2.23
3	Penna.	448	Brooklyn, N.Y.	1-17-18	2.28
3	Atlas	198	Brooklyn, N.Y.	1-15-18	1.34
3	Edison	A-553-1003	Brooklyn, N.Y.	1-18-18	2.27
3	Atlas	M-10697	Brooklyn, N.Y.	1-15-18	2.62
3	Atlas	M-10691-A	Brooklyn, N.Y.	1-11-18	2.12 A/S
3	Lehigh	4528	Brooklyn, N.Y.	1-22-18	2.69
3	Lehigh	5157	Brooklyn, N.Y.	12-14-18	3.20
3	Hercules	381	Brooklyn, N.Y.	12-27-18	3.23
4	Knickerbocker	439	New York City.	3-5-18	2.13
4	Knickerbocker	441	New York City.	3-8-18	2.19
4	Coplay	1600-1529	New York City.	3-14-18	2.15 A/S
4	Penna.	481	New York City.	3-18-18	2.00 (FOB
4	Allentown	2551-816	New York City.	3-21-18	2.27 WILL)
4	Edison	A-639-1156	New York City.	3-25-18	2.26

CONTRACT REPORT AS OF FEBRUARY 1ST, 1919

(SHEET 6)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
4	Penna	439	New York City	1-3-18	3.27
4	Atlas	M-10684	New York City	1-7-18	2.13 A/B
4	Knickerbocker	409	New York City	1-4-18	2.24
4	Allentown	2890-878	New York City	8-14-18	2.60
4	Lehigh	5106	New York City	8-19-18	2.63
4	Hercules	209	New York City	4-4-18	3.27
4	Penna.	615	New York City	4-4-18	3.26
4	Knickerbocker	524	New York City	7-19-18	2.60
4	Nazareth	1250	New York City	7-25-18	3.20
4	Bath	NY-286	New York City	9-9-18	2.60
4	Lehigh	5104	New York City	9-11-18	3.10
4	Phoenix	3698-523	New York City	5-6-18	2.68
4	Knickerbocker	486	New York City	5-2-18	2.59 A/B
5	Dexter	910-967	Allentown, Pa.	2-21-18	2.60
5	Atlas	L-10364	Allentown, Pa.	2-25-18	2.63
5	Atlas	L-10502	Bethlehem, Pa.	7-8-18	3.13
5	Atlas	L-10504	Bethlehem, Pa.	7-8-18	3.03
5	Atlas	L-10482	Bethlehem, Pa.	6-25-18	3.03
5	Dexter	1042-1119	Bethlehem, Pa.	6-14-18	3.02
5	Atlas	L-10530	Bethlehem, Pa.	10-31-18	3.13
5	Lawrence	1613	Bethlehem, Pa.	10-22-18	2.08
6	Lehigh	5012	Essington, Pa.	7-20-18	3.21
6	Allentown	2854- 871	Essington, Pa.	7-25-18	2.81
6	Alpha	CD-512	Essington, Pa.	8-2-18	2.68
6	Vulcanite	4602	Lebanon, Pa.	4-30-17	2.69
6	Lawrence	1071	Lebanon, Pa.	4-27-17	2.26
7	Edison	C-278-1069	Marcus Hook, Pa.	2-21-18	2.41
7	Edison	C-277-1070	Marcus Hook, Pa.	2-21-18	2.91
7	Coplay	1667-1596	Marcus Hook, Pa.	8-10-18	3.30
7	Coplay	1667-1616	Marcus Hook, Pa.	8-24-18	2.70
7	Allentown	2575-824	Reading, Pa.	3-22-18	2.53

CONTRACT REPORT AS OF FEBRUARY 1st, 1919 (SHEET 7)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
7	Allentown	2599-838	Reading, Pa.	3-20-18	2.76
7	Allentown	2756-862	Reading, Pa.	6-14-18	3.17
7	Allentown	2779-886	Reading, Pa.	6-19-18	2.86
7	Coplay	1735-1664	Reading, Pa.	8-7-18	3.37
7	Allentown	2902-881	Reading, Pa.	8-16-18	3.17
8	Dexter	895-881	Philadelphia	11-7-17	2.86
10	Lehigh	4294	Philadelphia	11-13-17	2.87
9	Bath	402	Philadelphia	1-17-19	3.27
9	Vulcanite	U3E-45638	Philadelphia	1-13-19	2.26
9	Coplay	1078-1088	Philadelphia	1-31-17	2.08
9	Lawrence	903	Philadelphia	2-27-17	2.22
8	Coplay	1480-1406	Philadelphia	10-12-17	2.79
9	Coplay	1470-1407	Philadelphia	10-23-17	2.24
9	Hercules	20	Philadelphia	2-23-17	2.76
9	Edison	C-212-864	Philadelphia	2-23-17	2.14
10	Nazareth	1000	Philadelphia	2-10-17	2.37
9	Nazareth	754	Philadelphia	3-22-17	2.15
10	Nazareth	831	Philadelphia	4-10-17	2.22
10	Lehigh	4206	Philadelphia	9-13-17	2.14
10	Nazareth	1015	Philadelphia	9-10-17	2.37
8	Allentown	2485-797	Philadelphia	3-11-18	2.26
9	Bath	F-276	Philadelphia	3-15-18	2.48
8	Allentown	3580-817	Philadelphia	3-15-18	2.78
9	Phoenix	3662-809	Philadelphia	3-20-18	2.27
9	Edison	C-315-1195	Philadelphia	3-21-18	2.14
10	Edison	C-306-1188	Philadelphia	3-21-18	2.77
8	Coplay	1734-1663	Philadelphia	7-12-18	2.77
9	Lehigh	5080	Philadelphia	8-24-18	3.17
9	Penn Allen	6485-481	Philadelphia	8-1-18	2.67
10	Atlas	F-10490A	Philadelphia	8-2-18	3.29
9	Penn Allen	6359-477	Philadelphia	8-18-18	2.77
9	Atlas	F-10678	Philadelphia	8-16-18	2.88
8	Lehigh	4897	Philadelphia	8-24-18	2.59
9	Coplay	1661-1610	Philadelphia	8-28-18	3.16
9	Bath	F-265	Philadelphia	1-19-19	2.86
9	Lehigh	4473	Philadelphia	1-12-19	2.27

CONTRACT REPORT AS OF FEBRUARY 1st, 1919 (SHEET 8)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
9	Atlas	F-10708	Philadelphia	7-23-18	3.87
9	Lehigh	5021	Philadelphia	7-23-18	3.17
9	Coplay	1754-1883	Philadelphia	10-21-18	3.27
9	Lawrence	1615	Philadelphia	10-3-18	3.30
9	Phoenix	78-848	Philadelphia	11-25-18	3.27
9	Coplay	1755-1884	Philadelphia	11-2-18	3.37
10	Allentown	3607-843	Philadelphia	4-8-18	2.94
10	Heroulee	184	Philadelphia	4-3-18	2.76
10	Coplay	1841-1870	Philadelphia	4-22-18	3.16
10	Heroulee	374	Philadelphia	9-30-18	3.47
10	Coplay	1747-1848	Philadelphia	9-14-18	3.27
10	Atlas	F-10729	Philadelphia	9-18-18	2.87
11	Lehigh	4855	Atco, N.J.	6-19-18	3.29
11	Panna.	883	Atco, N.J.	6-6-18	3.30
11	Dexter	226-971	Camden, N.J.	2-28-18	2.79
11	Edison	C-272-1063	Camden, N.J.	2-19-18	2.30
11	Vulcanite	687	Camden, N.J.	2-28-18	2.17
11	Lehigh	5103	Deane, N.J.	9-7-18	3.20
11	Lawrence	1806	Deane, N.J.	9-11-18	2.70
12	Vulcanite	4887	Jersey City	9-15-17	2.88
12	Atlas	L-18264	Jersey City	9-10-17	2.83 Back
12	Vulcanite	4802	Jersey City	5-7-18	3.08
12	Bath	9-225	Jersey City	5-25-18	2.57
12	Phoenix	2723-845	Jersey City	6-1-18	3.07
12	Lawrence	1874	Jersey City	6-24-18	2.98
12	Allentown	1440-897	Longport, N.J.	4-12-17	2.17
12	Coplay	1291-1290	Longport, N.J.	4-11-17	2.27
12	Bath	9-225	Newark, N.J.	2-2-18	2.70
12	Lawrence	1257	Newark, N.J.	2-2-18	2.20
12	Bath	9-227	Newark, N.J.	2-2-18	2.70
12	Lawrence	1422	Newark, N.J.	2-22-18	2.20

CONTRACT REPORT AS OF FEBRUARY 1st, 1919 (SHEET 6)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
12	Bath	N-309	Newark, N.J.	4-4-18	2.70
12	Lawrence	1553	Newark, N.J.	4-20-18	2.60
13	Lehigh	4803	Newark, N.J.	4-17-18	3.10
12	Lawrence	1603	Newark, N.J.	9-10-18	2.61
13	Hercules	366	Newark, N.J.	9-23-18	2.21
12	Wanameth	1124	Perth Amboy, N.J.	2-1-18	2.26
13	Bath	N-285	Perth Amboy, N.J.	1-31-18	2.24
12	Atlas	F-10864	Phillipsburg Jet.	3-22-18	2.00
13	Giant	F-743	Phillipsburg Jet.	3-18-18	2.50
12	Bath	NY- 280	So. Amboy, N.J.	6-22-18	2.68
13	Lehigh	4806	So. Amboy, N.J.	6-20-18	2.61
12	Edison	A-713-1331	So. Amboy, N.J.	8-8-18	2.19
13	Edison	A-714-1330	So. Amboy, N.J.	8-8-18	2.20
12	Phoenix	3718-538	E. Cambridge, Mass.	3-23-18	2.27
13	Phoenix	3720-540	E. Cambridge, Mass.	3-23-18	2.71
12	Valcanite	4774	Fall River, Mass.	3-20-18	2.09
13	Alpha	B-404	Fall River, Mass.	3-18-18	2.27
12	Bath	NY-284	Somerville, Mass.	3-20-18	2.12
13	Allentown	2484-708	Somerville, Mass.	3-11-18	2.29
12	Bath	NY-287	Boston, Mass.	9-20-18	2.98
12	Phoenix	34-565	Boston, Mass.	9-12-18	2.27
12	Atlas	B-10899	Boston, Mass.	9-18-18	2.78
12	Lehigh	5094	Boston, Mass.	9-14-18	2.36
12	Lawrence	1214	Boston, Mass.	10-21-18	2.21
12	Wanameth	1272	Boston, Mass.	10-14-18	2.22
12	Edison	N-221-1257	Boston, Mass.	10-10-18	2.22
17	Enickerbocker	430	Far Haven, Conn.	3-23-18	2.42
17	Atlas	N-12712	Far Haven, Conn.	3-22-18	2.47
17	Atlas	N-12727	Far Haven, Conn.	3-11-18	2.27
17	Enickerbocker	447	Far Haven, Conn.	3-19-18	2.42
17	Enickerbocker	442	Storrs, Conn.	3-8-18	2.47

CONTRACT REPORT AS OF FEBRUARY 1st, 1952 (SHEET 10)

PAGE 10	BOOK	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
17	Manareth	1142	Stevensess, Conn.	3-12-12	2.99
17	Giant	7-740	Stevensess, Conn.	3-6-12	2.16
18	Lehigh	5125	Newport, R.I.	10-6-12	2.40
18	Elison	8-120-1220	Newport, R.I.	10-1-12	2.39
18	Volcanite	712	Wilmington, Del.	3-27-12	2.30
18	Volcanite	712	Wilmington, Del.	4-4-12	2.90
18	Coplay	1711-1240	Wilmington, Del.	6-17-12	2.70
18	Atlas	7-10000	Wilmington, Del.	6-20-12	2.69
18	Coplay	1740-1240	Wilmington, Del.	9-3-12	2.22
18	Coplay	1740-1270	Wilmington, Del.	9-3-12	2.22
20	Coplay	1200-1220	Washington, D.C.	3-6-12	2.89
20	Elison	0-100-1106	Washington, D.C.	3-6-12	2.37
20	Elison	0-122-1221	Washington, D.C.	4-4-12	2.37
20	Volcanite	4797	Washington, D.C.	4-4-12	2.90
20	Atlas	7-10000	Washington, D.C.	6-24-12	2.20
20	Manareth	1241	Washington, D.C.	6-2-12	2.25
20	Giant	9-001	Washington, D.C.	6-24-12	2.25
20	Lehigh	0004	Washington, D.C.	6-25-12	2.20
20	Elison	0-140-1244	Washington, D.C.	6-21-12	2.74
20	Volcanite	727	Washington, D.C.	12-27-12	2.31
20	Lehigh	2104	Washington, D.C.	12-20-12	2.42
21	Lehigh	0209	Charleston, S.C.	7-12-12	2.29
21	Atlas	9-10122	Charleston, S.C.	7-22-12	2.22

CONTRACT REPORT AS OF APRIL 1st, 1919 (SHEET 11)

PAGE IN	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
1	Lehigh	5044	Buffalo, N.Y.	8-7-18	3.18
1	Eschsch	1289	Buffalo, N.Y.	8-5-18	3.66
1	Lehigh	4725	Buffalo, N.Y.	3-28-18	3.88
1	Lehigh	4819	Buffalo, N.Y.	4-22-18	3.17
1	Eschsch	388	Paltan, N.Y.	12-4-17	3.36
1	Eschsch	381	Paltan, N.Y.	12-4-17	3.39
8	Eschsch	410	St. Vernon, N.Y.	1-3-18	3.24
8	Eschsch	411	St. Vernon, N.Y.	1-3-18	3.33
8	Lehigh	5107	Brookings, N.Y.	9-19-18	3.10
8	Lehigh	5111	Brookings, N.Y.	9-21-18	3.20
8	Pease	484	Brookings, N.Y.	3-17-19	3.20
8	Volcanite	489	Brookings, N.Y.	3-5-19	3.23
8	Lehigh	1341	Brookings, N.Y.	1-18-18	3.23
8	Pease	448	Brookings, N.Y.	1-17-18	3.28
8	Eschsch	8-10887	Brookings, N.Y.	1-15-18	3.62
8	Eschsch	A-888-1018	Brookings, N.Y.	1-18-18	3.27
8	Eschsch	8-108814	Brookings, N.Y.	1-11-18	3.12 A/B
8	Lehigh	4828	Brookings, N.Y.	1-22-18	3.69
8	Eschsch	87- 338	Brookings, N.Y.	1-18-18	3.23
8	Eschsch	A-888-1118	New York City	8-25-18	3.26
8	Eschsch	8841-818	New York City	3-21-18	3.27
8	Pease	488	New York City	1-2-18	3.27
8	Eschsch	8-10884	New York City	1-7-18	3.13 A/B
4	Eschsch	488	New York City	1-4-18	3.24
8	Eschsch	318	New York City	4-4-18	3.27
4	Pease	518	New York City	4-4-18	3.28
8	Eschsch	8888-478	New York City	8-14-18	3.80
8	Lehigh	1108	New York City	8-19-18	3.63
4	Eschsch	87-288	New York City	8-8-18	3.80
4	Lehigh	1114	New York City	8-11-18	3.10
4	Eschsch	8888-828	New York City	8-8-18	3.68
4	Eschsch	488	New York City	8-8-18	3.29 A/B

CONTRACT REPORT AS OF APRIL 1st, 1919

(SHEET 12)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
4	Knicker.	524	New York City	7-19-18	2.60
4	Nasareth	1250	New York City	7-25-18	3.20
5	Edison	C-337-1307	Burnham, Pa.	8-20-18	2.84
5	Lehigh	4961	Burnham, Pa.	7-9-18	3.24
6	Lehigh	5012	Essington, Pa.	7-20-18	3.21
6	Allen.	2254-871	Essington, Pa.	7-25-18	2.61
6	Vulcanite	4002	Lebanon, Pa.	4-20-17	2.29
6	Lawrence	1071	Lebanon, Pa.	4-27-17	2.29
6	Edison	C-278-1088	Marous Hook, Pa.	2-21-18	2.41
6	Edison	C-277-1070	Marous Hook, Pa.	2-21-18	2.91
6	Coplay	1584-1512	Marous Hook, Pa.	3-8-18	2.90
6	Coplay	1687-1593	Marous Hook, Pa.	2-10-18	2.20
6	Coplay	1687-1616	Marous Hook, Pa.	2-24-18	2.70
7	Coplay	1725-1664	Reading, Pa.	2-7-18	3.27
7	Allen.	2902-681	Reading, Pa.	2-12-18	2.17
7	Edison	C-316-1196	York, Pa.	2-21-18	2.88
7	Penna.	4639	York, Pa.	4-8-18	2.27
7	Lehigh	5186	Philadelphia.	3-11-19	2.27
8	Penna.	696	Philadelphia	3-12-19	3.40
7	Nasareth	1122	Philadelphia	2-29-18	2.27
8	Hercules	151	Philadelphia	2-20-18	2.26
8	Seth	P-277	Philadelphia	2-20-18	2.26
8	Penn Allen	2172-450	Philadelphia	2-8-18	2.27
9	Edison	C-302-1122	Philadelphia	2-21-18	2.77
8	Giant	27-222	Philadelphia	2-21-18	2.27
8	Lehigh	2073	Philadelphia	2-20-18	2.17
8	Penn Allen	2425-421	Philadelphia	2-1-18	2.27
7	Hercules	20	Philadelphia	2-22-17	2.26
8	Nasareth	1000	Philadelphia	2-12-17	2.27
7	Deater	206-221	Philadelphia	11-7-17	2.26
8	Lehigh	4224	Philadelphia	11-12-17	2.27

CONTRACT REPORT AS OF APRIL 1st, 1919 (SHEET 13)

PAGE IN	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
8	Nazareth	438	Philadelphia	11-4-18	1.87
9	Nazareth	460	Philadelphia	11-13-18	1.97
8	Coplay	1754-1883	Philadelphia.	10-21-18	3.27
8	Lawrence	1615	Philadelphia	10-13-18	3.30
8	Hath	402	Philadelphia	1-17-19	3.27
8	Vulcanite UG-45636		Philadelphia	1-13-19	3.26
7	Lehigh	4499	Philadelphia	1-22-18	2.90
8	Coplay	1780	Philadelphia	1-31-18	3.27
8	Lehigh	4473	Philadelphia	1-12-18	2.87
7	Atlas	7-10706	Philadelphia	7-23-18	2.67
8	Lehigh	8014	Philadelphia	7-19-18	3.17
7	Atlas	7-10876	Philadelphia	5-16-18	2.88
8	Coplay	1681-1610	Philadelphia	5-25-18	3.16
8	Fenn Allen	8359-477	Philadelphia	5-18-18	2.77
8	Atlas	7-10480A	Philadelphia	5-2-18	3.29
8	Lehigh	4834	Philadelphia	4-24-18	3.17
8	Coplay	1641-1570	Philadelphia	4-22-18	3.18
8	Lehigh	4208	Philadelphia	2-13-17	3.14
8	Nazareth	1015	Philadelphia	2-10-17	2.97
8	Nazareth	1270	Philadelphia	2-21-18	3.47
8	Allen	2901-888	Philadelphia	2-15-18	2.87
8	Coplay	1747-1876	Philadelphia	2-14-18	3.27
8	Atlas	7-10729	Philadelphia	2-12-18	2.67
10	Lehigh	4858	Atco, N.J.	2-12-18	3.29
10	Fenn.	683	Atco, N.J.	2-6-18	3.30
10	Allen	2563-751	Camden, N.J.	12-22-17	2.22
10	Coplay	1829-1488	Camden, N.J.	12-4-17	2.79
10	Hercules	74	Camden, N.J.	2-1-18	2.79
10	Edison	6-273-1063	Camden, N.J.	2-12-18	2.30
10	Lehigh	2108	Fenn., N.J.	2-7-18	3.20
10	Lawrence	1006	Fenn., N.J.	2-21-18	2.79
10	Fenn.	379	Hoboken, N.J.	2-12-17	2.12
10	Vulcanite	4542	Hoboken, N.J.	2-25-17	2.06

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(SHEET 14)

PAGE IN	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
10	Vulcanite	4667	Jersey City, N.J.	9-15-17	2.88
10	Atlas	L-10054	Jersey City, N.J.	9-10-17	2.28
11	Vulcanite	4808	Jersey City, N.J.	8-7-18	3.06
11	Guth	8-323	Jersey City, N.J.	8-25-18	3.57
11	Phoenix	8723-845	Jersey City, N.J.	8-1-18	3.07
11	Lawrence	1574	Jersey City, N.J.	8-24-18	3.58
21	Allen	1440-607	Longport, N.J.	4-12-17	3.17
21	Osplay	1801-1280	Longport, N.J.	4-11-17	3.67
21	Pease	636	Peasock, N.J.	4-13-17	1.45
21	Guth	8-323	Peasock, N.J.	4-4-18	3.70
21	Lehigh	4203	Peasock, N.J.	4-17-18	3.10
22	Wanameth	2194	Perth Amboy, N.J.	8-1-18	3.28
22	Guth	8-323	Perth Amboy, N.J.	8-31-18	3.24
22	Guth	87-280	So. Amboy, N.J.	8-22-18	3.02
22	Lehigh	4266	So. Amboy, N.J.	8-20-18	3.61
22	Edison	A-713-1301	So. Amboy, N.J.	8-9-18	3.19
22	Edison	A-744-1330	So. Amboy, N.J.	8-9-18	3.20
22	Lehigh	4862	Trouton, N.J.	4-27-18	3.15
22	Algon	69-487	Trouton, N.J.	4-30-18	2.88
24	Guth	87-287	Trouton, N.J.	8-20-18	3.90
24	Phoenix	84-425	Trouton, N.J.	8-13-18	3.87
24	Atlas	8-10088	Trouton, N.J.	8-18-18	3.78
24	Lehigh	5094	Trouton, N.J.	8-14-18	3.39
24	Lawrence	1814	Trouton, N.J.	10-31-18	3.51
24	Wanameth	1879	Trouton, N.J.	10-14-18	3.59
24	Edison	8-221-1367	Trouton, N.J.	10-10-18	3.39
24	Atlas	8-10718	Trouton, N.J.	8-12-18	3.64
24	Phoenix	121-871	Trouton, N.J.	8-10-18	3.71
26	Wanameth	480	New Haven, Conn.	8-23-18	3.42
26	Atlas	8-10718	New Haven, Conn.	8-20-18	3.47
26	Atlas	8-10718	New Haven, Conn.	8-11-18	3.97
26	Wanameth	480	New Haven, Conn.	8-19-18	3.42

CONTRACT REPORT AS OF APRIL 1st, 1919. (SHEET 15)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
15	Knicker.	440	Stevenson, Conn.	3-5-18	2.47
15	Nazareth	1143	Stevenson, Conn.	3-18-18	3.09
15	Giant	P-740	Stevenson, Conn.	3-5-18	2.35
16	Vulcanite	713	Wilmington, Del.	3-27-18	2.30
16	Vulcanite	715	Wilmington, Del.	4-4-18	2.90
16	Coplay	1711-1840	Wilmington, Del.	6-17-18	2.70
16	Atlas	P-10693	Wilmington, Del.	6-20-18	2.63
16	Lehigh	4979	Northeast, Md.	7-2-18	3.24
16	Co. y	1715-1844	Northeast, Md.	6-29-18	3.76
17	Lehigh	5064	Washington, D.C.	8-23-18	3.21
17	Edison	C-346-1344	Washington, D.C.	8-31-18	3.74
17	Atlas	P-10696	Washington, D.C.	6-24-18	3.21
17	Nazareth	1241	Washington, D.C.	6-3-18	2.65
17	Giant	F-951	Washington, D.C.	6-24-18	3.35
17	Coplay	1599-1528	Washington, D.C.	3-6-18	2.89
17	Edison	C-289-1106	Washington, D.C.	3-8-18	3.37
17	Lehigh	4607	Washington, D.C.	3-11-18	2.24
18	Atlas	S- 10180	New Bern, N.C.	12-16-18	3.47
18	Atlas	S- 10078A	New Bern, N.C.	12-4-18	3.32
18	Alpha	S-18	Charleston, S.C.	3-10-19	3.47
18	Lehigh	S170	Charleston, S.C.	3-10-19	3.36
19	Edison	A-S40-987	Cleveland, Ohio.	1-16-18	2.47
19	Alpha	C-310	Cleveland, Ohio.	1-18-18	2.24

CONTRACT REPORT AS OF MAY 1ST, 1919

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
2	Edison	A-30-1382	Buffalo, N.Y.	4-7-19	2.91
2	Giant	P-803	Buffalo, N.Y.	4-9-19	2.78
2	Knicker.	382	Pulton, N.Y.	12-4-17	2.36
2	Knicker.	381	Pulton, N.Y.	12-4-17	2.39
3	Knicker.	410	Mt. Vernon, N.Y.	1-24-18	2.34
3	Knicker.	411	Mt. Vernon, N.Y.	1-3-18	2.33
4	Penna.	649	Brooklyn, N.Y.	5-21-18	2.60
4	Atlas	M-10762	Brooklyn, N.Y.	5-1-18	3.09
4	Penna.	694	Brooklyn, N.Y.	3-7-19	2.20
4	Walsomite	48509	Brooklyn, N.Y.	3-8-19	2.23
4	Lawrence	1341	Brooklyn, N.Y.	1-18-18	2.23
4	Atlas	M-10697	Brooklyn, N.Y.	1-15-18	2.63
4	Edison	A-353-1003	Brooklyn, N.Y.	1-18-18	2.27-Dock
4	Atlas	M-106914	Brooklyn, N.Y.	1-11-18	2.12 A/S
4	Lehigh	4528	Brooklyn, N.Y.	1-22-18	2.68
5	Lawrence	1828	New York City	4-22-19	2.68
5	Lawrence	1829	New York City	4-22-19	2.68
5	Penna.	488	New York City	1-2-18	2.27
5	Penna.	486	New York City	1-21-18	2.24
5	Atlas	M-10684	New York City	1-7-18	2.12 A/S
5	Edison	A- 679-1158	New York City	3-25-18	2.26
5	Allentown	2861-818	New York City	3-21-18	2.27
5	Havlicek	208	New York City	4-4-18	2.27
5	Penna.	815	New York City	4-4-18	2.28
5	Allentown	2890-878	New York City	2-14-18	2.20
5	Lehigh	8106	New York City	2-19-18	2.23
5	Phoenix	3898-823	New York City	2-8-18	2.28
5	Knicker.	485	New York City	2-2-18	2.29 A/S
5	Knicker.	824	New York City	7-12-18	2.20
5	Haworth	1280	New York City	7-22-18	2.20

CONTRACT REPORT AS OF MAY 1st, 1919 ¹⁷ n(SHEET 66)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
5	Penna.	686	New York City	10-4-18	3.20
5	Lehigh	5131	New York City	10-18-18	3.23
6	Edison	C-337 -1207	Burnham, Pa.	6-20-18	3.64
6	Lehigh	4981	Burnham, Pa.	7-8-18	3.24
6	Lehigh	5012	Hazington, Pa.	7-30-18	3.21
6	Allentown	2854- 871	Hazington, Pa.	7-28-18	3.01
7	Valconite	4909	Lebanon, Pa.	4-30-17	3.89
7	Lawrence	1071	Lebanon, Pa.	4-27-17	3.80
7	Coplay	1687-1596	Marous Hook, Pa.	5-10-18	3.20
7	Coplay	1687-1616	Marous Hook, Pa.	5-24-18	3.70
8	Coplay	1728-1664	Reading, Pa.	8-7-18	3.27
8	Allentown	2902-681	Reading, Pa.	8-16-18	3.17
8	Edison	C- 316-1196	York, Pa.	3-21-18	3.66
8	Penna.	639	York, Pa.	4-8-18	3.27
8	Coplay	1480-449	Philadelphia, Pa.	10-13-17	3.78
8	Dexter	888-881	Philadelphia, Pa.	11-7-17	3.86
9	Lehigh	4294	Philadelphia, Pa.	11-13-17	3.87
10	Lawrence	1242	Philadelphia, Pa.	12-17-17	3.30
9	Hercules	80	Philadelphia, Pa.	8-22-17	3.78
9	Hazareth	.000	Philadelphia, Pa.	8-10-17	3.27
9	Lehigh	4208	Philadelphia, Pa.	9-13-17	3.14
9	Hazareth	1013	Philadelphia, Pa.	9-10-17	3.27
10	Hercules	34	Philadelphia, Pa.	9-28-17	3.78
9	Hazareth	784	Philadelphia, Pa.	3-29-17	3.18
10	Hazareth	681	Philadelphia, Pa.	4-10-17	3.22
9	Hazareth	1162	Philadelphia, Pa.	3-29-18	3.27
9	Hercules	121	Philadelphia, Pa.	3-20-18	3.88
10	Edison	C-306 -1168	Philadelphia, Pa.	3-21-18	3.77
9	Lehigh	5080	Philadelphia, Pa.	8-24-18	3.17
9	Clark	87-888	Philadelphia, Pa.	8-21-18	3.27
10	Edison	C-343- 1289	Philadelphia, Pa.	7-8-18	3.27

CONTRACT REPORT AS OF MAY 1st, 1919 (SHEET ~~66~~¹⁷)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
8	Lehigh	5166	Philadelphia, Pa.	3-11-19	3.27
9	Coplay	1783	Philadelphia, Pa.	3-26-19	3.47
9	Penna.	896	Philadelphia, Pa.	3-12-19	3.40
8	Lehigh	4499	Philadelphia, Pa.	1-22-18	2.90
9	Coplay	1760	Philadelphia, Pa.	1-31-18	3.27
9	Lehigh	4473	Philadelphia, Pa.	1-12-18	2.87
8	Atlas	P-10706	Philadelphia, Pa.	7-23-18	2.67
9	Lehigh	5014	Philadelphia, Pa.	7-19-18	3.17
10	Coplay	1644-1573	Philadelphia, Pa.	5-1-18	3.16
10	Coplay	1747-1676	Philadelphia, Pa.	5-2-18	3.27
8	Atlas	P-10676	Philadelphia, Pa.	5-16-18	2.58
9	Coplay	1681-1610	Philadelphia, Pa.	5-25-18	3.16
9	Phoenix	78- 568	Philadelphia, Pa.	11-25-18	3.27
9	Coplay	1755-1684	Philadelphia, Pa.	11-2-18	3.37
9	Pennallen	8873-493	Philadelphia, Pa.	4-3-19	2.72
9	Edison	C-5-1387	Philadelphia, Pa.	4-4-19	2.82
9	Bath	403	Philadelphia, Pa.	1-17-19	3.27
9	Vulcanite	UNY -45436	Philadelphia, Pa.	1-13-19	2.86
9	Lawrence	1615	Philadelphia, Pa.	10-3-18	3.30
9	Atlas	P-10734	Philadelphia, Pa.	10-19-18	3.27
9	Hasareth	1270	Philadelphia, Pa.	9-21-18	3.47
9	Allentown	2981-880	Philadelphia, Pa.	9-19-18	2.97
10	Coplay	1747-1676	Philadelphia, Pa.	9-14-18	3.27
11	Lehigh	4955	Atec, N.J.	6-9-18	3.29
11	Penna.	843	Atec, N.J.	6-4-18	3.30
11	Allentown	2363-751	Camden, N.J.	12-22-17	2.89
11	Coplay	1939-1456	Camden, N.J.	12-4-17	2.79
11	Lehigh	5105	Deane, N.J.	9-7-18	3.20
11	Lawrence	1806	Deane, N.J.	9-11-18	2.70
11	Penna.	378	Hoboken, N.J.	6-13-17	2.19
12	Vulcanite	4542	Hoboken, N.J.	6-22-17	2.66

CONTRACT REPORT AS OF MAY 1st, 1919 (SHEET ⁷~~46~~)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
12	Bath	N-323	Jersey City, N.J.	5-25-18	2.57
12	Vulcanite	4808	Jersey City, N.J.	5-7-18	3.08
12	Allentown	1440-807	Longport, N.J.	4-12-17	2.17
12	Coplay	1281-1230	Longport, N.J.	4-11-17	2.67
12	Penna.	635	Newark, N.J.	4-12-18	1.45 FCB WILL
12	Bath	N-309	Newark, N.J.	4-4-18	2.70
12	Nazareth	1124	Perth Amboy, N.J.	2-1-18	2.25
12	Bath	N-268	Perth Amboy, N.J.	1-31-18	2.24
12	Edison	A- 713-1331	South Amboy, N.J.	8-9-18	3.19
12	Edison	A-714-1330	South Amboy, N.J.	8-9-18	3.20
12	Lehigh	4842	Trenton, N.J.	4-27-18	2.16
12	Alpha	CD487	Trenton, N.J.	4-30-18	2.28
12	Atlas	L-10604	Trenton, N.J.	4-11-19	2.73
12	Alpha	CD-512	Trenton, N.J.	4-25-19	2.277
12	Atlas	B-10701	Quincy, Mass.	9-23-18	2.99
12	Edison	B-317-1348	Quincy, Mass.	9-14-18	2.94
12	Bath	NY-287	Boston, Mass.	9-20-18	2.99
12	Phoenix	24-545	Boston, Mass.	9-13-18	2.87
12	Edison	B- 316-1347	Boston, Mass.	9-9-18	2.98
12	Atlas	B-10599	Boston, Mass.	9-18-18	2.79
12	Lehigh	5094	Boston, Mass.	9-14-18	2.39
12	Phoenix	21-589	Boston, Mass.	12-4-18	2.47
12	Penna.	431	Boston, Mass.	12-7-18	2.94
12	Atlas	B-10712	Kittery, Maine	3-12-19	2.64
12	Phoenix	121-871	Kittery, Maine	3-10-19	2.71
12	Lawrence	1258	Hartford, Conn.	5-18-18	2.89
12	Phoenix	2740-349	Hartford, Conn.	6-8-18	2.37
12	Knicker.	430	New Haven, Conn.	2-23-18	2.43
12	Atlas	N- 12712	New Haven, Conn.	2-20-18	2.47
12	Atlas	N-12727	New Haven, Conn.	2-11-18	2.47
12	Knicker.	448	New Haven, Conn.	2-13-18	2.42

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CONTRACT REPORT AS OF MAY 1st, 1919 (SHEET 99)

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BOOK

16	Knicker	640	Stevens, Conn.	3-3-18	2.47
16	Knicker	1148	Stevens, Conn.	3-18-18	2.89
16	Giant	7-740	Stevens, Conn.	3-3-18	2.88
17	Valcanite	719	Wilmington, Del.	3-27-18	2.30
17	Valcanite	719	Wilmington, Del.	4-4-18	2.90
18	Coplay	1711-1840	Wilmington, Del.	6-17-18	2.70
18	Atlas	17-18000	Wilmington, Del.	6-20-18	2.68
19	Elison	0-188-1106	Washington, D.C.	3-6-18	2.37
19	Isleigh	4807	Washington, D.C.	3-11-18	2.34
19	Knicker	1241	Washington, D.C.	4-3-18	2.88
19	Giant	8-051	Washington, D.C.	6-24-18	2.38
19	Atlas	9-10756	Washington, D.C.	3-20-18	2.31
19	Hercules	299	Washington, D.C.	4-3-18	2.31
21	Atlas	9-10180	New York, N. Y.	12-18-18	2.47
21	Atlas	9-10179-4	New York, N. Y.	12-4-18	2.38
21	Algie	8-16	Charlotte, N. C.	3-20-18	2.47
21	Gebligh	8170	Charlotte, N. C.	3-10-18	2.38
21	Atlas	9-10180	Pensacola, Fla.	4-12-18	2.37
21	Atlas	9-10180	Pensacola, Fla.	4-28-18	2.47

CONTRACT REPORT AS OF JUNE 30, 1958 - SHEET 4 OF 8

PAGE 12	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
8	Ellison	A-10-1000	Buffalo, N. Y.	4-7-58	2.61
8	Glass	P-500	Buffalo, N. Y.	4-8-58	2.70
8	Reisner,	388	Fulton, N. Y.	12-4-57	2.56
8	Reisner,	381	Fulton, N. Y.	12-4-57	2.58
8	Reisner,	410	Mt. Vernon, N. Y.	1-3-58	2.54
8	Reisner,	411	Mt. Vernon, N. Y.	1-3-58	2.55
8	Perma,	694	Brookings, N. Y.	3-5-58	2.50
8	Valmonte	48800	Brookings, N. Y.	3-5-58	2.55
8	Algon	B-333	Brookings, N. Y.	1-8-58	2.55
8	Algon	M-100016	Brookings, N. Y.	1-11-58	2.55 A/B
8	Algon	M-100017	Brookings, N. Y.	1-12-58	2.58
8	Algon	A-610-1000	Brookings, N. Y.	1-12-58	2.57 Stock
8	Lawrence	1345	Brookings, N. Y.	1-12-58	2.60
8	Lehigh	4188	Brookings, N. Y.	1-12-58	2.60
8	Lawrence	1808	New York City	4-22-58	2.60
8	Lawrence	1808	New York City	4-22-58	2.60
8	Algon	M-100014	New York City	1-9-58	2.55 A/B
8	Perma,	408	New York City	1-4-58	2.57
8	Reisner,	410	New York City	1-4-58	2.58
8	Ellison	A-1000-1100	New York City	3-25-58	2.58
8	Ellison	2000-410	New York City	3-25-58	2.58
8	Perma,	410	New York City	4-4-58	2.58
8	Reisner	410	New York City	4-4-58	2.57
8	Ellison	1000-410	New York City	4-14-58	2.60
8	Lehigh	5100	New York City	4-17-58	2.60
8	Perma	1000-410	New York City	5-4-58	2.60
8	Reisner,	410	New York City	5-4-58	2.58
8	Reisner,	510	New York City	7-18-58	2.60
8	Reisner,	1000	New York City	7-25-58	2.60
8	Perma,	408	New York City	12-4-58	2.57
8	Lehigh	5100	New York City	12-12-58	2.60

TABLE 1. *Continued*

Fig. 15	Location	Depth (m)	Time (hr:min)	Temp (°C)	Salinity
1	Station 1	0-10	06:00	18.5	35.0
2	Station 2	0-10	06:15	18.5	35.0
3	Station 3	0-10	06:30	18.5	35.0
4	Station 4	0-10	06:45	18.5	35.0
5	Station 5	0-10	07:00	18.5	35.0
6	Station 6	0-10	07:15	18.5	35.0
7	Station 7	0-10	07:30	18.5	35.0
8	Station 8	0-10	07:45	18.5	35.0
9	Station 9	0-10	08:00	18.5	35.0
10	Station 10	0-10	08:15	18.5	35.0
11	Station 11	0-10	08:30	18.5	35.0
12	Station 12	0-10	08:45	18.5	35.0
13	Station 13	0-10	09:00	18.5	35.0
14	Station 14	0-10	09:15	18.5	35.0
15	Station 15	0-10	09:30	18.5	35.0
16	Station 16	0-10	09:45	18.5	35.0
17	Station 17	0-10	10:00	18.5	35.0
18	Station 18	0-10	10:15	18.5	35.0
19	Station 19	0-10	10:30	18.5	35.0
20	Station 20	0-10	10:45	18.5	35.0
21	Station 21	0-10	11:00	18.5	35.0
22	Station 22	0-10	11:15	18.5	35.0
23	Station 23	0-10	11:30	18.5	35.0
24	Station 24	0-10	11:45	18.5	35.0
25	Station 25	0-10	12:00	18.5	35.0
26	Station 26	0-10	12:15	18.5	35.0
27	Station 27	0-10	12:30	18.5	35.0
28	Station 28	0-10	12:45	18.5	35.0
29	Station 29	0-10	13:00	18.5	35.0
30	Station 30	0-10	13:15	18.5	35.0
31	Station 31	0-10	13:30	18.5	35.0
32	Station 32	0-10	13:45	18.5	35.0
33	Station 33	0-10	14:00	18.5	35.0
34	Station 34	0-10	14:15	18.5	35.0
35	Station 35	0-10	14:30	18.5	35.0
36	Station 36	0-10	14:45	18.5	35.0
37	Station 37	0-10	15:00	18.5	35.0
38	Station 38	0-10	15:15	18.5	35.0
39	Station 39	0-10	15:30	18.5	35.0
40	Station 40	0-10	15:45	18.5	35.0
41	Station 41	0-10	16:00	18.5	35.0
42	Station 42	0-10	16:15	18.5	35.0
43	Station 43	0-10	16:30	18.5	35.0
44	Station 44	0-10	16:45	18.5	35.0
45	Station 45	0-10	17:00	18.5	35.0
46	Station 46	0-10	17:15	18.5	35.0
47	Station 47	0-10	17:30	18.5	35.0
48	Station 48	0-10	17:45	18.5	35.0
49	Station 49	0-10	18:00	18.5	35.0
50	Station 50	0-10	18:15	18.5	35.0
51	Station 51	0-10	18:30	18.5	35.0
52	Station 52	0-10	18:45	18.5	35.0
53	Station 53	0-10	19:00	18.5	35.0
54	Station 54	0-10	19:15	18.5	35.0
55	Station 55	0-10	19:30	18.5	35.0
56	Station 56	0-10	19:45	18.5	35.0
57	Station 57	0-10	20:00	18.5	35.0
58	Station 58	0-10	20:15	18.5	35.0
59	Station 59	0-10	20:30	18.5	35.0
60	Station 60	0-10	20:45	18.5	35.0
61	Station 61	0-10	21:00	18.5	35.0
62	Station 62	0-10	21:15	18.5	35.0
63	Station 63	0-10	21:30	18.5	35.0
64	Station 64	0-10	21:45	18.5	35.0
65	Station 65	0-10	22:00	18.5	35.0
66	Station 66	0-10	22:15	18.5	35.0
67	Station 67	0-10	22:30	18.5	35.0
68	Station 68	0-10	22:45	18.5	35.0
69	Station 69	0-10	23:00	18.5	35.0
70	Station 70	0-10	23:15	18.5	35.0
71	Station 71	0-10	23:30	18.5	35.0
72	Station 72	0-10	23:45	18.5	35.0
73	Station 73	0-10	00:00	18.5	35.0
74	Station 74	0-10	00:15	18.5	35.0
75	Station 75	0-10	00:30	18.5	35.0
76	Station 76	0-10	00:45	18.5	35.0
77	Station 77	0-10	01:00	18.5	35.0
78	Station 78	0-10	01:15	18.5	35.0
79	Station 79	0-10	01:30	18.5	35.0
80	Station 80	0-10	01:45	18.5	35.0
81	Station 81	0-10	02:00	18.5	35.0
82	Station 82	0-10	02:15	18.5	35.0
83	Station 83	0-10	02:30	18.5	35.0
84	Station 84	0-10	02:45	18.5	35.0
85	Station 85	0-10	03:00	18.5	35.0
86	Station 86	0-10	03:15	18.5	35.0
87	Station 87	0-10	03:30	18.5	35.0
88	Station 88	0-10	03:45	18.5	35.0
89	Station 89	0-10	04:00	18.5	35.0
90	Station 90	0-10	04:15	18.5	35.0
91	Station 91	0-10	04:30	18.5	35.0
92	Station 92	0-10	04:45	18.5	35.0
93	Station 93	0-10	05:00	18.5	35.0
94	Station 94	0-10	05:15	18.5	35.0
95	Station 95	0-10	05:30	18.5	35.0
96	Station 96	0-10	05:45	18.5	35.0
97	Station 97	0-10	06:00	18.5	35.0
98	Station 98	0-10	06:15	18.5	35.0
99	Station 99	0-10	06:30	18.5	35.0
100	Station 100	0-10	06:45	18.5	35.0

CONTINUED LIST OF AIRCRAFT - 1950 - 1959

Serial No.	Manufacturer	Model	Engine	Year	Price
101	Boeing	440	Boeing 440, 100	1950	1.20
102	Boeing	440	Boeing 440, 100	1951	1.20
103	Boeing	440	Boeing 440, 100	1952	1.20
104	Boeing	440	Boeing 440, 100	1953	1.20
105	Boeing	440	Boeing 440, 100	1954	1.20
106	Boeing	440	Boeing 440, 100	1955	1.20
107	Boeing	440	Boeing 440, 100	1956	1.20
108	Boeing	440	Boeing 440, 100	1957	1.20
109	Boeing	440	Boeing 440, 100	1958	1.20
110	Boeing	440	Boeing 440, 100	1959	1.20
111	Boeing	440	Boeing 440, 100	1960	1.20
112	Boeing	440	Boeing 440, 100	1961	1.20
113	Boeing	440	Boeing 440, 100	1962	1.20
114	Boeing	440	Boeing 440, 100	1963	1.20
115	Boeing	440	Boeing 440, 100	1964	1.20
116	Boeing	440	Boeing 440, 100	1965	1.20
117	Boeing	440	Boeing 440, 100	1966	1.20
118	Boeing	440	Boeing 440, 100	1967	1.20
119	Boeing	440	Boeing 440, 100	1968	1.20
120	Boeing	440	Boeing 440, 100	1969	1.20
121	Boeing	440	Boeing 440, 100	1970	1.20
122	Boeing	440	Boeing 440, 100	1971	1.20
123	Boeing	440	Boeing 440, 100	1972	1.20
124	Boeing	440	Boeing 440, 100	1973	1.20
125	Boeing	440	Boeing 440, 100	1974	1.20
126	Boeing	440	Boeing 440, 100	1975	1.20
127	Boeing	440	Boeing 440, 100	1976	1.20
128	Boeing	440	Boeing 440, 100	1977	1.20
129	Boeing	440	Boeing 440, 100	1978	1.20
130	Boeing	440	Boeing 440, 100	1979	1.20
131	Boeing	440	Boeing 440, 100	1980	1.20
132	Boeing	440	Boeing 440, 100	1981	1.20
133	Boeing	440	Boeing 440, 100	1982	1.20
134	Boeing	440	Boeing 440, 100	1983	1.20
135	Boeing	440	Boeing 440, 100	1984	1.20
136	Boeing	440	Boeing 440, 100	1985	1.20
137	Boeing	440	Boeing 440, 100	1986	1.20
138	Boeing	440	Boeing 440, 100	1987	1.20
139	Boeing	440	Boeing 440, 100	1988	1.20
140	Boeing	440	Boeing 440, 100	1989	1.20
141	Boeing	440	Boeing 440, 100	1990	1.20
142	Boeing	440	Boeing 440, 100	1991	1.20
143	Boeing	440	Boeing 440, 100	1992	1.20
144	Boeing	440	Boeing 440, 100	1993	1.20
145	Boeing	440	Boeing 440, 100	1994	1.20
146	Boeing	440	Boeing 440, 100	1995	1.20
147	Boeing	440	Boeing 440, 100	1996	1.20
148	Boeing	440	Boeing 440, 100	1997	1.20
149	Boeing	440	Boeing 440, 100	1998	1.20
150	Boeing	440	Boeing 440, 100	1999	1.20

STATE OF NEW YORK - 1912

DATE	NAME	ADDRESS	CITY	STATE	AMOUNT	REMARKS
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CONFIDENTIAL - SECURITY INFORMATION

序号	姓名	性别	出生日期	民族	籍贯	学历	学位	职称	备注
01	张三	男	1985-01-01	汉族	浙江杭州	本科	学士	助理工程师	
02	李四	女	1990-03-15	汉族	广东广州	本科	学士	助理工程师	
03	王五	男	1988-05-20	汉族	山东济南	本科	学士	助理工程师	
04	赵六	女	1992-07-10	汉族	湖北武汉	本科	学士	助理工程师	
05	孙七	男	1987-09-05	汉族	四川成都	本科	学士	助理工程师	
06	周八	女	1991-11-25	汉族	湖南长沙	本科	学士	助理工程师	
07	吴九	男	1989-12-18	汉族	福建厦门	本科	学士	助理工程师	
08	郑十	女	1993-02-28	汉族	广西桂林	本科	学士	助理工程师	
09	冯十一	男	1986-04-12	汉族	河南郑州	本科	学士	助理工程师	
10	陈十二	女	1994-06-03	汉族	江西九江	本科	学士	助理工程师	
11	林十三	男	1988-08-22	汉族	江苏苏州	本科	学士	助理工程师	
12	黄十四	女	1995-10-11	汉族	安徽合肥	本科	学士	助理工程师	
13	徐十五	男	1990-12-30	汉族	山西太原	本科	学士	助理工程师	
14	马十六	女	1987-01-19	汉族	辽宁沈阳	本科	学士	助理工程师	
15	朱十七	男	1992-03-08	汉族	吉林长春	本科	学士	助理工程师	
16	刘十八	女	1989-05-27	汉族	黑龙江哈尔滨	本科	学士	助理工程师	
17	孙十九	男	1996-07-16	汉族	内蒙古呼和浩特	本科	学士	助理工程师	
18	周二十	女	1991-09-05	汉族	宁夏银川	本科	学士	助理工程师	
19	吴二十一	男	1988-11-24	汉族	新疆乌鲁木齐	本科	学士	助理工程师	
20	郑二十二	女	1993-01-13	汉族	甘肃兰州	本科	学士	助理工程师	
21	冯二十三	男	1990-03-02	汉族	青海西宁	本科	学士	助理工程师	
22	陈二十四	女	1987-05-21	汉族	四川成都	本科	学士	助理工程师	
23	林二十五	男	1994-07-10	汉族	重庆重庆	本科	学士	助理工程师	
24	黄二十六	女	1989-09-29	汉族	贵州贵阳	本科	学士	助理工程师	
25	徐二十七	男	1995-11-18	汉族	云南昆明	本科	学士	助理工程师	
26	马二十八	女	1992-01-07	汉族	广西桂林	本科	学士	助理工程师	
27	朱二十九	男	1988-03-26	汉族	广东广州	本科	学士	助理工程师	
28	刘三十	女	1996-05-15	汉族	福建厦门	本科	学士	助理工程师	
29	孙三十一	男	1991-07-04	汉族	江西九江	本科	学士	助理工程师	
30	周三十二	女	1987-09-23	汉族	江苏苏州	本科	学士	助理工程师	
31	吴三十三	男	1993-11-12	汉族	安徽合肥	本科	学士	助理工程师	
32	郑三十四	女	1990-01-01	汉族	山西太原	本科	学士	助理工程师	
33	冯三十五	男	1986-03-20	汉族	辽宁沈阳	本科	学士	助理工程师	
34	陈三十六	女	1994-05-09	汉族	吉林长春	本科	学士	助理工程师	
35	林三十七	男	1989-07-28	汉族	黑龙江哈尔滨	本科	学士	助理工程师	
36	黄三十八	女	1995-09-17	汉族	内蒙古呼和浩特	本科	学士	助理工程师	
37	徐三十九	男	1992-11-06	汉族	宁夏银川	本科	学士	助理工程师	
38	马四十	女	1988-12-25	汉族	新疆乌鲁木齐	本科	学士	助理工程师	
39	朱四十一	男	1996-02-14	汉族	甘肃兰州	本科	学士	助理工程师	
40	刘四十二	女	1991-04-03	汉族	青海西宁	本科	学士	助理工程师	
41	孙四十三	男	1987-06-22	汉族	四川成都	本科	学士	助理工程师	
42	周四十四	女	1994-08-11	汉族	重庆重庆	本科	学士	助理工程师	
43	吴四十五	男	1989-10-30	汉族	贵州贵阳	本科	学士	助理工程师	
44	郑四十六	女	1995-12-19	汉族	云南昆明	本科	学士	助理工程师	
45	冯四十七	男	1992-02-08	汉族	广西桂林	本科	学士	助理工程师	
46	陈四十八	女	1988-04-27	汉族	广东广州	本科	学士	助理工程师	
47	林四十九	男	1996-06-16	汉族	福建厦门	本科	学士	助理工程师	
48	黄五十	女	1991-08-05	汉族	江西九江	本科	学士	助理工程师	
49	徐五十一	男	1987-10-24	汉族	江苏苏州	本科	学士	助理工程师	
50	马五十二	女	1993-12-13	汉族	安徽合肥	本科	学士	助理工程师	

項目	内容	数量	単位	金額	備考
1. 材料費	材料費	100	円	100	
2. 労務費	労務費	200	円	200	
3. 経費	経費	50	円	50	
4. 雑費	雑費	10	円	10	
5. 減価償却費	減価償却費	5	円	5	
6. 税金	税金	10	円	10	
7. その他	その他	5	円	5	
8. 合計	合計	420	円	420	

CURRENT FORMER AS OF JANUARY 1, 1952

SHEET 1

Page No.	Category	Current	Former	Rate	Value
1.0	General	0.00	0.00	0.00	0.00
2.0	General	0.00	0.00	0.00	0.00
3.0	General	0.00	0.00	0.00	0.00
4.0	General	0.00	0.00	0.00	0.00
5.0	General	0.00	0.00	0.00	0.00
6.0	General	0.00	0.00	0.00	0.00
7.0	General	0.00	0.00	0.00	0.00
8.0	General	0.00	0.00	0.00	0.00
9.0	General	0.00	0.00	0.00	0.00
10.0	General	0.00	0.00	0.00	0.00
11.0	General	0.00	0.00	0.00	0.00
12.0	General	0.00	0.00	0.00	0.00
13.0	General	0.00	0.00	0.00	0.00
14.0	General	0.00	0.00	0.00	0.00
15.0	General	0.00	0.00	0.00	0.00
16.0	General	0.00	0.00	0.00	0.00
17.0	General	0.00	0.00	0.00	0.00
18.0	General	0.00	0.00	0.00	0.00
19.0	General	0.00	0.00	0.00	0.00
20.0	General	0.00	0.00	0.00	0.00
21.0	General	0.00	0.00	0.00	0.00
22.0	General	0.00	0.00	0.00	0.00
23.0	General	0.00	0.00	0.00	0.00
24.0	General	0.00	0.00	0.00	0.00
25.0	General	0.00	0.00	0.00	0.00
26.0	General	0.00	0.00	0.00	0.00
27.0	General	0.00	0.00	0.00	0.00
28.0	General	0.00	0.00	0.00	0.00
29.0	General	0.00	0.00	0.00	0.00
30.0	General	0.00	0.00	0.00	0.00
31.0	General	0.00	0.00	0.00	0.00
32.0	General	0.00	0.00	0.00	0.00
33.0	General	0.00	0.00	0.00	0.00
34.0	General	0.00	0.00	0.00	0.00
35.0	General	0.00	0.00	0.00	0.00
36.0	General	0.00	0.00	0.00	0.00
37.0	General	0.00	0.00	0.00	0.00
38.0	General	0.00	0.00	0.00	0.00
39.0	General	0.00	0.00	0.00	0.00
40.0	General	0.00	0.00	0.00	0.00
41.0	General	0.00	0.00	0.00	0.00
42.0	General	0.00	0.00	0.00	0.00
43.0	General	0.00	0.00	0.00	0.00
44.0	General	0.00	0.00	0.00	0.00
45.0	General	0.00	0.00	0.00	0.00
46.0	General	0.00	0.00	0.00	0.00
47.0	General	0.00	0.00	0.00	0.00
48.0	General	0.00	0.00	0.00	0.00
49.0	General	0.00	0.00	0.00	0.00
50.0	General	0.00	0.00	0.00	0.00

RECEIVED: JANUARY 26, 1993

TABLE 2

[illegible]

22.

MONTHLY REPORT AS OF SEPTEMBER, 1952 (CONT'D)

Page 12	DATE	NAME	ADDRESS	PHONE	DATE	TIME
1	9-1-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-1-52	9:00
2	9-2-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-2-52	9:00
3	9-3-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-3-52	9:00
4	9-4-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-4-52	9:00
5	9-5-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-5-52	9:00
6	9-6-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-6-52	9:00
7	9-7-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-7-52	9:00
8	9-8-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-8-52	9:00
9	9-9-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-9-52	9:00
10	9-10-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-10-52	9:00
11	9-11-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-11-52	9:00
12	9-12-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-12-52	9:00
13	9-13-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-13-52	9:00
14	9-14-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-14-52	9:00
15	9-15-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-15-52	9:00
16	9-16-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-16-52	9:00
17	9-17-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-17-52	9:00
18	9-18-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-18-52	9:00
19	9-19-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-19-52	9:00
20	9-20-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-20-52	9:00
21	9-21-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-21-52	9:00
22	9-22-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-22-52	9:00
23	9-23-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-23-52	9:00
24	9-24-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-24-52	9:00
25	9-25-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-25-52	9:00
26	9-26-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-26-52	9:00
27	9-27-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-27-52	9:00
28	9-28-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-28-52	9:00
29	9-29-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-29-52	9:00
30	9-30-52	W. H. H. H.	W. H. H. H.	W. H. H. H.	9-30-52	9:00

204 年		204 年 12 月 31 日 止 的 總 計 (單位: 元)			
項 目	金額	金額	金額	金額	金額
(1) 營業收入	1000	1000	1000	1000	1000
(2) 營業成本	500	500	500	500	500
(3) 營業利潤	500	500	500	500	500
(4) 營業外收入	100	100	100	100	100
(5) 營業外支出	50	50	50	50	50
(6) 營業外淨收入	50	50	50	50	50
(7) 營業利潤	550	550	550	550	550
(8) 營業利潤	550	550	550	550	550
(9) 營業利潤	550	550	550	550	550
(10) 營業利潤	550	550	550	550	550
(11) 營業利潤	550	550	550	550	550
(12) 營業利潤	550	550	550	550	550
(13) 營業利潤	550	550	550	550	550
(14) 營業利潤	550	550	550	550	550
(15) 營業利潤	550	550	550	550	550
(16) 營業利潤	550	550	550	550	550
(17) 營業利潤	550	550	550	550	550
(18) 營業利潤	550	550	550	550	550
(19) 營業利潤	550	550	550	550	550
(20) 營業利潤	550	550	550	550	550
(21) 營業利潤	550	550	550	550	550
(22) 營業利潤	550	550	550	550	550
(23) 營業利潤	550	550	550	550	550
(24) 營業利潤	550	550	550	550	550
(25) 營業利潤	550	550	550	550	550
(26) 營業利潤	550	550	550	550	550
(27) 營業利潤	550	550	550	550	550
(28) 營業利潤	550	550	550	550	550
(29) 營業利潤	550	550	550	550	550
(30) 營業利潤	550	550	550	550	550
(31) 營業利潤	550	550	550	550	550
(32) 營業利潤	550	550	550	550	550
(33) 營業利潤	550	550	550	550	550
(34) 營業利潤	550	550	550	550	550
(35) 營業利潤	550	550	550	550	550
(36) 營業利潤	550	550	550	550	550
(37) 營業利潤	550	550	550	550	550
(38) 營業利潤	550	550	550	550	550
(39) 營業利潤	550	550	550	550	550
(40) 營業利潤	550	550	550	550	550
(41) 營業利潤	550	550	550	550	550
(42) 營業利潤	550	550	550	550	550
(43) 營業利潤	550	550	550	550	550
(44) 營業利潤	550	550	550	550	550
(45) 營業利潤	550	550	550	550	550
(46) 營業利潤	550	550	550	550	550
(47) 營業利潤	550	550	550	550	550
(48) 營業利潤	550	550	550	550	550
(49) 營業利潤	550	550	550	550	550
(50) 營業利潤	550	550	550	550	550

CONTRACT REPORT AS OF SEPTEMBER 1st, 1919 (SHEET # 36 of 42)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
62	Atlas	B-10788	Boston, Mass.	7-17-19	2.92
62	Allentown	8782-977	Boston, Mass.	7-17-19	2.93
64	Penn Allen	8607-553	Bristol, Conn.	8-8-19	2.94
64	Edison	B-45-1533	Bristol, Conn.	8-8-19	2.97
64	Vulcanite	4799	Hartford, Conn.	4-18-18	3.40
64	Lawrence	1559	Hartford, Conn.	5-18-18	2.89
64	Lawrence	1597	Hartford, Conn.	8-23-18	2.80
64	Penn Allen	8480-480	Hartford, Conn.	7-15-18	3.49
65	Knickerbocker	430	New Haven, Conn.	2-23-18	2.42
65	Atlas	M-10718	New Haven, Conn.	2-25-18	2.47
65	Atlas	M-10727	New Haven, Conn.	3-11-18	2.97
65	Knickerbocker	448	New Haven, Conn.	3-19-18	2.42
68	Alpha	B-488	Stamford, Conn.	8-9-19	2.40
68	Atlas	M-10854	Stamford, Conn.	8-13-19	2.94
68	Knickerbocker	440	Stewenson, Conn.	3-5-18	2.47
68	Giant	P-740	Stewenson, Conn.	3-5-18	2.35
69	Coplay	1711-1840	Wilmington, Del.	6-17-18	2.70
69	Atlas	P-10893	Wilmington, Del.	8-20-18	2.62
75	Atlas	P-10803	Williamson, W.Va.	6-19-19	3.10
75	Alpha	VA-111	Williamson, W.Va.	7-23-19	3.05
77	Atlas	B-10761	Portsmouth, N.H.	8-10-19	3.00
77	Penn Allen	9365-514	Portsmouth, N.H.	7-10-19	3.24
78	Giant	48282	Washington, D.C.	7-19-19	2.44
78	Coplay	1837	Washington, D. C.	7-14-19	2.81
79	Alpha	C-384	Cleveland, Ohio	3-17-19	3.22
79	Alpha	C-387	Cleveland, Ohio	4-11-19	2.37-F
79	Edison	A-37-1433	Cleveland, Ohio	5-28-19	2.37
79	Alpha	C-405	Cleveland, Ohio	8-2-19	2.72
80	Edison	A-66-1462	Cleveland, Ohio	7-3-19	2.46
80	Alpha	C-441	Cleveland, Ohio	7-1-19	2.72
81	Allentown	5073-898	Youngstown, Ohio	3-8-19	3.18
81	Dexter	1081-1142	Youngstown, Ohio	4-26-19	2.68

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CONTRACT REPORT AS OF SEPTEMBER 1st, 1919. (Sheet # ³⁷~~43~~)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
84	Atlas	P-10745	Norfolk, Va.	12-9-18	3.23
84	Coplay	1756-1685	Norfolk, Va.	11-8-18	3.29
84	Atlas	P-10754	Norfolk, Va.	2-24-19	3.23
84	Hercules	387	Norfolk, Va.	3-5-19	3.26
84	Atlas	P-10841	Norfolk, Va.	7-7-19	2.73
84	Atlas	P-10834	Norfolk, Va.	7-3-19	2.75
84	Penn Allen	9317-510	Quantico, Va.	7-3-19	2.66
84	Atlas	P-10872	Quantico, Va.	7-29-19	2.83+3
87	Alpha	8-16	Charleston, S.C.	3-10-19	3.47
87	Lehigh	5170	Charleston, S.C.	3-10-19	3.36+3
88	Atlas	8-10175	Miami, Fla.	5-21-19	3.48
88	Lehigh	5240	Miami, Fla.	5-19-19	3.35
88	Atlas	8-10182	Miami, Fla.	6-10-19	3.32

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CONTRACT REPORT AS OF OCTOBER 1st, 1919.

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(SHEET 10)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
1	Lehigh	5181	Buffalo, N.Y.	4-9-19	2.78
2	Edison	A-10-1382	Buffalo, N.Y.	4-7-19	2.81
3	Giant	P-808	Buffalo, N.Y.	5-8-19	2.98
3	Penna.	708	Buffalo, N.Y.	5-2-19	2.78
3	Phoenix	950-856	Buffalo, N.Y.	8-25-19	2.78
3	Giant	P-923	Buffalo, N.Y.	9-19-19	2.79
6	Knickerbocker	382	Fulton, N.Y.	12-4-17	2.36
6	Knickerbocker	381	Fulton, N.Y.	12-4-17	2.39
6	Dexter	326-1204	Livingston Manor	8-1-19	2.80
6	Nazareth	1398	Livingston Manor	8-14-19	2.90
9	Atlas	M-10992	Long Island City	8-22-19	2.85
9	Hercules	493	Long Island City	8-21-19	2.88
9	Atlas	H-10603	Middletown, N.Y.	7-30-19	2.83
9	Alpha	CD-557	Middletown, N.Y.	7-19-19	2.80
14	Knickerbocker	589	Syracuse, N.Y.	9-8-19	2.82
14	Bath	549	Syracuse, N.Y.	9-9-19	2.80
17	Penna.	851	Brooklyn, N.Y.	9-22-19	2.68
18	Atlas	MIT -11027	Brooklyn, N.Y.	9-30-19	2.65
18	Atlas	M-10691A	Brooklyn, N.Y.	1-11-18	2.12 A/S
18	Atlas	M-10697	Brooklyn, N.Y.	1-15-18	2.62)
18	Edison	A-553-1003	Brooklyn, N.Y.	1-18-18	2.27 Dock)
18	Lawrence	1341	Brooklyn, N.Y.	1-18-18	2.23
18	Lehigh	5534	Brooklyn, N.Y.	7-24-19	2.68
18	Edison	A-93-1512	Brooklyn, N.Y.	7-25-19	2.65
18	Edison	83-1486	Brooklyn, N.Y.	7-12-19	2.68
17	Lehigh	5546	Brooklyn, N.Y.	7-11-19	2.65
17	Penna.	694	Brooklyn, N.Y.	3-7-19	3.20
18	Vulcanite	4609	Brooklyn, N.Y.	3-5-19	3.23
19	Lawrence	1629	New York City	4-23-19	2.68
19	Lawrence	1628	New York City	4-23-19	2.65
20	Penna.	429	New York City	1-2-18	2.27
21	Atlas	M-10684	New York City	1-7-18	2.12A/S

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
24	Knickerbocker	409	New York City	1-4-18	2.24
20	Edison	A- 639-1158	New York City	3-25-18	2.26
21	Allentown	2551-618	New York City	3-21-18	2.27
20	Allentown	2610-842	New York City	4-6-18	2.27
23	Penna	615	New York City	4-4-18	2.28
21	Atlas	M-10812	New York City	8-20-18	2.60
21	Lehigh	5106	New York City	8-19-18	2.63
20	Dexter	1172-1230	New York City	8-25-19	2.65
20	Penna.	838	New York City	8-25-19	2.68
21	Allentown	7145- 1018	New York City	8-8-19	2.68
21	Penna	806	New York City	8-8-19	2.65
23	Coplay	1948	New York City	8-28-19	2.90
23	Atlas	M-11008	New York City	8-28-19	2.65
23	Dexter	1187-1244	New York City	9-2-19	2.75
20	Edison	A-144-1806	New York City	9-3-19	2.65
20	Penna.	788	New York City	7-21-19	2.68
23	Knickerbocker	552	New York City	7-21-19	2.65
21	Lehigh	5861	New York City	7-30-19	2.68
21	Lawrence	1750	New York City	7-30-19	2.65
26	Lehigh	5839	Biglerville, Pa.	9-9-19	2.80
26	Coplay	1964	Biglerville, Pa.	9-9-19	2.70
29	Atlas	F-10940	Frackville, Pa.	9-10-19	2.76
29	Lawrence	1842	Frackville, Pa.	9-9-19	2.74
30	Lehigh	5826	Indiana, Pa.	9-10-19	2.70
30	Atlas	F-10930	Indiana, Pa.	9-9-19	2.35
32	Coplay	1667-1613	Marcus Hook, Pa.	5-10-18	3.30
32	Coplay	1667-1616	Marcus Hook, Pa.	5-24-18	2.70
32	Coplay	1805	Marcus Hook, Pa.	7-2-19	2.86
32	Coplay	1905	Marcus Hook, Pa.	7-30-19	2.76
35	Nazareth	1430	Plymouth, Pa.	8-27-19	2.78
35	Lawrence	1835	Plymouth, Pa.	8-23-19	2.72

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CONTRACT REPORT AS OF OCTOBER 1st, 1919 (SHEET 18)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
35	Nazareth	1401	Plymouth, Pa.	8-16-19	2.78
35	Lawrence	1832	Plymouth, Pa.	8-13-19	2.72
35	Nazareth	1397	Pottsville, Pa.	8-15-19	2.72
35	Dexter	1158-1230	Pottsville, Pa.	8-11-19	2.73
35	Penn Allen	9064-498	Reading, Pa.	5-16-19	2.72
36	Allentown	7171-1023	Reading, Pa.	5-7-19	2.82
43	Lehigh	4208	Philadelphia	9-13-17	2.14
45	Hercules	24	Philadelphia	9-28-17	2.76
39	Nazareth	1182	Philadelphia	3-29-18	2.37
43	Hercules	168	Philadelphia	3-27-18	2.86
39	Allentown	2981-888	Philadelphia	9-12-18	2.87
48	Coplay	1750-1679	Philadelphia	9-26-18	3.27
42	Lehigh	5014	Philadelphia	7-19-18	3.17
43	Lawrence	1588	Philadelphia	7-29-18	2.77
44	Coplay	1718-1647	Philadelphia	7-5-18	2.67
39	Lehigh	5186	Philadelphia, Pa.	3-11-19	3.27
40	Coplay	1762	Philadelphia	3-26-19	3.47
43	Edison	C-5- 1387	Philadelphia	4-4-19	2.92
44	Lehigh	5175	Philadelphia	4-3-11	2.72
40	Allentown	6585-934	Philadelphia	6-30-19	2.72
41	Penn Allen	9272-509	Philadelphia	6-25-19	2.75
39	Coplay	1890	Philadelphia	7-31-19	2.82
40	Bath	501	Philadelphia	7-31-19	2.72
41	Coplay	1810	Philadelphia	7-15-19	2.82
44	Giant	P-843	Philadelphia	7-15-19	2.45
40	Edison	C-13-1470	Philadelphia	7-2-19	2.72
41	Coplay	1803	Philadelphia	7-2-19	2.82
42	Vulcanite	761	Philadelphia	7-24-19	2.70
42	Vulcanite	762	Philadelphia	7-24-19	2.72
42	Nazareth	1326	Philadelphia	7-3-19	2.82
43	Atlas	P-10823	Philadelphia	7-3-19	2.72

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CONTRACT REPORT AS OF OCTOBER 1st, 1919 (SHEET 49)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
39	Phoenix	845-587	Philadelphia, Pa.	7-17-19	2.72
45	Allentown	8963-878	Philadelphia	7-17-19	2.74
45	Atlas	P-10886	Philadelphia	7-5-19	2.35
46	Coplay	1801	Philadelphia	7-8-19	2.72
42	Alpha	P-143	Philadelphia	8-1-19	2.72
46	Lawrence	1793	Philadelphia	8-1-19	2.82
39	Lawrence	1837	Philadelphia	8-22-19	2.82
46	Lawrence	1938	Philadelphia	8-22-19	2.72
39	Dexter	1168-1224	Philadelphia	8-19-19	2.82
46	Dexter	1169-1225	Philadelphia	8-19-19	2.75
41	Coplay	1944	Philadelphia	8-21-19	2.82
42	Penn Allen	9701-566	Philadelphia	8-21-19	2.72
41	PennAllen	9869-574	Philadelphia	9-19-19	2.75
41	Coplay	1868	Philadelphia	9-19-19	2.72
49	Lehigh	5103	Deans, N.J.	9-7-18	3.20
49	Lawrence	1806	Deans, N.J.	9-11-18	2.70
49	Edison	A-719-1350	Deans, N.J.	9-16-18	3.23
51	Penna.	378	Hoboken, N.J.	6-13-17	2.18
51	Vulcanite	4642	Hoboken, N.J.	6-22-17	2.06
52	Vulcanite	4667	Jersey City, N.J.	9-15-17	2.88
52	Atlas	L-10264	Jersey City, N.J.	9-10-17	2.22 Back
53	Nazareth	1366	Madison, N.J.	8-1-19	2.97
53	Atlas	L-10701	Madison, N.J.	8-14-19	2.72
54	Dexter	320-1185	Newark, N.J.	7-29-19	2.81
54	Dexter	318-1177	Newark, N.J.	7-16-19	2.68
55	Nazareth	1445	Newark, N.J.	9-20-19	2.81
55	Lawrence	1852	Newark, N.J.	9-26-19	2.66
55	Lawrence	1706	New Brunswick,	7-17-19	2.72
55	Edison	A-74- 1468	New Brunswick	7-8-19	2.74
55	Nazareth	1289	Passaic, N.J.	5-24-19	2.75
55	Atlas	L-10629	Passaic, N.J.	5-29-19	2.72

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
58	Alpha	CD-547	Trenton, N.J.	7-8-19	2.72
58	Lehigh	5401	Trenton, N.J.	7-3-19	2.37
60	Lehigh	5398	Brockton, Mass.	7-30-19	2.94
60	Lehigh	5399	Brockton, Mass.	7-30-19	2.92
63	Penna.	807	Medford, Mass.	8-8-19	2.92
73	Bath	525	Medford, Mass.	8-5-19	3.04
64	Bath	524	Somerville, Mass.	8-5-19	3.02
64	Bath	527	Somerville, Mass.	8-11-19	3.04
64	Allentown	7178-1030	Somerville, Mass.	8-23-19	2.92
65	Bath	520	Springfield, Mass.	8-12-19	2.78
65	Penna.	822	Springfield, Mass.	8-18-19	2.88
67	Atlas	B-10786	Boston, Mass.	7-17-19	2.92
67	Allentown	8782-977	Boston, Mass.	7-17-19	2.93
69	Penn Allen	9807-555	Bristol, Conn.	8-8-19	2.94
69	Edison	B-45-1533	Bristol, Conn.	8-2-19	2.97
71	Knickerbocker	430	New Haven, Conn.	2-23-18	2.42
71	Atlas	M-10718	New Haven, Conn.	2-25-18	2.47
71	Atlas	M-10727	New Haven, Conn.	3-11-18	2.97
71	Knickerbocker	448	New Haven, Conn.	3-19-18	2.42
79	Dexter	1146-1248	Rutland, Vt.	7-8-19	2.90
79	Atlas	H-10643	Rutland, Vt.	9-22-19	2.45
85	Giant	48282	Washington, D.C.	7-19-19	2.44
85	Bath	448	Washington, D.C.	7-24-19	2.81
86	Alpha	C-405	Cleveland, Ohio	8-2-19	2.72
86	Alpha	C-406	Cleveland, Ohio	8-2-19	2.37-P
87	Alpha	C-460	Cleveland, Ohio	8-18-19	2.37-P
87	Alpha	C-454	Cleveland, Ohio	8-15-19	2.72
88	Edison	A-180-1628	Cleveland, Ohio	9-19-19	2.46
88	Edison	157-1626	Cleveland, Ohio	9-18-19	2.72

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CONTRACT REPORT AS OF OCTOBER 1st, 1919⁴³
(SHEET ~~21~~)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
88	Alpha	C-402	Hamilton, Ohio	5-27-19	2.72
88	Edison	A-48-1440	Hamilton, Ohio	5-5-19	2.42P
91	Atlas	P-10841	Norfolk, Va.	7-7-19	2.73
91	Atlas	P-10824	Norfolk, Va.	7-3-19	2.75
95	Atlas	S-10175	Miami, Fla	5-21-19	3.48
95	Lehigh	5240	Miami, Fla.	5-19-19	3.35

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** CONTRACT REPORT AS OF NOVEMBER 1st, 1919. (SHEET # 44)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
1	Vulcanite	5089	Baldwin, N. Y.	10-21-19	2.94
1	Atlas	H-10646	Baldwin, N. Y.	10-7-19	3.00
2	Giant	P-808	Buffalo, N. Y.	5-8-19	2.98
2	Lehigh	5247	Buffalo, N. Y.	5-16-19	2.78
3	Phoenix	950-656	Buffalo, N. Y.	8-25-19	2.78
3	Giant	P-823	Buffalo, N. Y.	9-19-19	2.79
3	Lehigh	5181	Buffalo, N. Y.	4-9-19	2.78
4	Edison	A-10-1382	Buffalo, N. Y.	4-7-19	2.81
08	Dexter	326-1304	Livingston Manor	8-1-19	2.80
8	Nazareth	1398	Livingston Manor	8-14-19	2.90
9	Hercules	493	Long Island City	8-21-19	2.68
9	Coplay	1949	Long Island City	8-26-19	2.65
9	Atlas	H-10816	Middletown, N. Y.	7-31-19	2.83
9	Alpha	CD-657	Middletown, N. Y.	7-19-19	2.80
12	Atlas	MET-11070	Pt. Washington, N.Y.	10-28-19	2.96
12	Atlas	MET-11082	Pt. Washington	10-20-19	2.90
15	Knickerbocker	589	Syracuse, N.Y.	9-26-19	2.82
15	Bath	549	Syracuse, N.Y.	9-9-19	2.80
19	Lawrence	1341	Brooklyn, N. Y.	1-18-18	2.23
19	Atlas	M-10697	Brooklyn, N. Y.	1-15-18	2.62
19	Atlas	M-10691A	Brooklyn, N. Y.	1-11-18	2.12 A/B
19	Vulcanite	5013	Brooklyn, N.Y.	9-29-19	2.65
19	Alpha	K-328	Brooklyn, N. Y.	9-26-19	2.68
20	Atlas	MET-11028	Brooklyn, N. Y.	9-20-19	2.65
18	Penna.	851	Brooklyn, N. Y.	9-22-19	2.68
20	Allentown	6959-973	Brooklyn, N. Y.	7-16-19	2.65
20	Lehigh	5534	Brooklyn, N. Y.	7-24-19	2.68
20	Allentown	6959-973	Brooklyn, N. Y.	7-16-19	2.65
20	Lehigh	5524	Brooklyn, N. Y.	7-24-19	2.68
21	Lawrence	1628	New York City	4-23-19	2.65
21	Lawrence	1629	New York City	4-23-19	2.68

or CONTRACT REPORT AS OF NOVEMBER 1st, 1919. (SHEET # 45)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
22	Penna.	836	New York City	8-15-19	2.66
22	Penna.	836	New York City	8-18-19	2.65
22	Penna.	439	New York City	1-2-18	2.27
23	Atlas	M-10684	New York City	1-7-18	2.12 A/B
27	Knickerbocker	409	New York City	1-4-18	2.24
26	Penna.	815	New York City	4-4-18	2.38
23	Allentown	2610-842	New York City	4-6-18	2.27
23	Allentown	7145-1018	New York City	8-8-19	2.68
24	Penna.	806	New York City	8-8-19	2.65
23	Lehigh	5661	New York City	7-30-19	2.68
23	Bath	552	New York City	7-31-19	2.65
23	Atlas	M-10812	New York City	8-20-18	2.80
23	Lehigh	5106	New York City	8-19-18	2.65
26	Bath	555	New York City	8-15-19	2.65
26	Dexter	1181-1244	New York City	8-2-19	2.75
26	Coplay	1948	New York City	8-28-19	2.96
26	Knickerbocker	582	New York City	8-21-19	2.65
32	Bath	562	Conschocken, Pa.	10-2-19	2.82
32	Dexter	1210-1279	Conschocken, Pa.	10-11-19	2.75
33	Atlas	P-10940	Frackville, Pa.	9-10-19	2.76
33	Lawrence	1842	Frankville, Pa.	9-9-19	2.74
34	Vulcanite	796	Harrisburg, Pa.	10-21-19	2.78
34	Vulcanite	796	Harrisburg, Pa.	10-29-19	2.73
35	Lehigh	577	Indiana, Pa.	9-10-19	2.70
35	Atlas	591	Indiana, Pa.	9-6-19	2.56
37	Coplay	1667-1596	Marcus Hook, Pa.	5-10-18	3.30
37	Coplay	1687-1616	Marcus Hook, Pa.	5-24-18	2.70
40	Lawrence	1835	Plymouth, Pa.	8-22-19	2.72
40	Nazareth	1430	Plymouth, Pa.	8-27-19	2.78
40	Lawrence	1822	Plymouth, Pa.	8-18-19	2.72
40	Nazareth	1401	Plymouth, Pa.	8-16-19	2.78

CONTRACT REPORT AS OF NOVEMBER 1st, 1919. (Sheet # 46)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF DEBIT	PRICE
40	Nazareth	1397	Pottsville, Pa.	8-15-19	2.73
40	Dexyer	1158-1230	Pottsville, Pa.	8-11-19	2.73
40	Penn Allen	9084-496	Reading, Pa.	5-16-19	2.73
41	Allentown	7171-1023	Reading, Pa.	5-7-19	2.82
44	Allentown	7540-1063	Wyomissing, Pa.	10-1-19	2.72
44	Lawrence	1869	Wyomissing, Pa.	10-9-19	2.73
48	Heroules	168	Philadelphia, Pa.	3-27-18	2.86
44	Nazareth	1182	Philadelphia, Pa.	3-29-18	2.37
45	Coplay	1762	Philadelphia	3-26-19	3.47
44	Lehigh	5166	Philadelphia	3-11-19	3.27
44	Lawrence	1837	Philadelphia	8-22-19	2.82
44	Nazareth	1417	Philadelphia	8-26-19	2.72
51	Dexter	1169-1225	Philadelphia	8-19-19	2.75
44	Allentown	6818-989	Philadelphia	7-21-19	2.72
44	Coplay	1890	Philadelphia	7-31-19	2.82
49	Giant	P-843	Philadelphia	7-15-19	2.45
45	Coplay	1997	Philadelphia	10-23-19	2.82
45	Vulcanite	797	Philadelphia	10-29-19	2.72
46	Coplay	1971	Philadelphia	9-25-19	2.82
46	Atlas	P-10946	Philadelphia	9-17-19	2.72
46	Penn Allen	9869-574	Philadelphia	9-19-19	2.75
46	Alpha	P-132	Philadelphia	6-5-19	2.82
46	Lehigh	5348	Philadelphia	6-20-19	2.72
46	Penn Allen	9372-509	Philadelphia	6-25-19	2.75
50	Phoenix	649-589	Philadelphia	7-18-19	2.72
50	Allentown	6983-978	Philadelphia	7-17-19	2.74
50	Atlas	P-10886	Philadelphia	7-5-19	2.35
47	Lehigh	5014	Philadelphia	7-29-18	3.17
48	Lawrence	1588	Philadelphia	7-29-18	2.77
48	Edison	C-5-1387	Philadelphia	4-4-19	2.92
48	Lehigh	5175	Philadelphia	4-3-19	2.72

#7 CONTRACT REPORT AS OF NOVEMBER 1st, 1919 (SHEET # 47)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
56	Lehigh	5393	Hackensack, N.J.	7-2-19	2.78
56	Atlas	L-10677	Hackensack, N.J.	7-31-19	2.76
56	Penna.	378	Hoboken, N.J.	6-13-17	2.18
56	Vulcanite	4642	Hoboken, N.J.	6-22-17	2.08
58	Atlas	L-10720	Jersey City, N.J.	9-9-19	2.62
58	Dexter	336-1260	Jersey City, N.J.	9-20-19	2.77
58	Nazareth	1386	Madison, N. J.	8-1-19	2.97
58	Atlas	L-10701	Madison, N. J.	8-14-19	2.72
59	Dexter	330-1195	Newark, N. J.	3-29-19	2.87
59	Dexter	318-1177	Newark, N. J.	7-16-19	2.66
60	Nazareth	1445	Newark, N. J.	9-20-19	2.81
60	Lawrence	1852	Newark, N. J.	9-26-19	2.68
60	Lawrence	1706	New Brunswick, N.J.	7-17-19	2.72
60	Edison	A-74-1468	New Brunswick, N.J.	7-8-19	2.74
60	Nazareth	1289	Passaic, N. J.	5-24-19	2.75
60	Atlas	L-10624	Passaic, N. J.	5-29-19	2.72
63	Nazareth	1324	Trenton, N. J.	7-2-19	2.72
63	Lehigh	5401	Trenton, N. J.	7-3-19	2.37
65	Alpha	B-501	Attleboro, Mass.	6-5-19	2.94
65	Lehigh	5635	Attleboro, Mass.	7-31-19	2.92
65	Lehigh	5388	Brockton, Mass.	7-30-19	2.94
65	Lehigh	5399	Brockton, Mass.	7-30-19	2.92
68	Bath	525	Medford, Mass.	8-5-19	3.04
68	Penna.	907	Medford, Mass.	8-8-19	2.92
70	Bath	520	Springfield, Mass.	8-12-19	2.78
70	Penna.	821	Springfield, Mass.	8-16-19	2.88
76	Penn Allen	9507-355	Bristol, Conn.	8-8-19	2.94
76	Edison	B-45-1533	Bristol, Conn.	8-2-19	2.67
78	Knickerbocker	430	New Haven, Conn.	3-23-18	2.42
78	Atlas	M-10718	New Haven, Conn.	3-25-18	2.47

“ CONTRACT REPORT AS OF NOVEMBER 1st, 1919 (SHEET # 48)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
78	Atlas	M-10727	New Haven, Conn.	3-11-18	2.27
78	Knickerbocker	448	New Haven, Conn.	3-19-18	2.42
81	Alpha	B-507	Windsor Locks, Conn	8-3-19	2.92
81	Alpha	B-505	Windsor Locks, Conn	8-7-19	2.94
87	Dexter	1146-1248	Rutland, Vt.	9-8-19	2.90
87	Atlas	H-10643	Rutland, Vt.	9-22-19	2.45
68	Atlas	P-10756	Washington, D.C.	3-26-19	3.31
38	Hercules	399	Washington, D.C.	4-2-19	2.81
88	Atlas	P-10865	Washington, D.C.	7-25-19	2.81
38	Giant	48283	Washington, D.C.	7-19-19	2.44
90	Edison	A-36-1463	Cleveland, Ohio	7-3-19	2.46
90	Alpha	C-441	Cleveland, Ohio	7-1-19	2.72
94	Atlas	P-10841	Norfolk, Va.	7-7-19	2.73
94	Atlas	P-10834	Norfolk, Va.	7-3-19	2.75
84	Atlas	P-10754	Norfolk, Va.	2-24-19	3.23
84	Hercules	387	Norfolk, Va.	3-5-19	3.26
98	Lehigh	5698	Huntington, W. Va.	8-20-19	2.27
98	Alpha	VA-117	Huntington, W. Va.	9-2-19	2.82
101	Atlas	S-10175	Miami, Fla	5-21-19	3.48
101	Lehigh	5240	Miami, Fla.	5-12-19	3.35
101	Lehigh	5222	Miami, Fla.	9-15-19	3.32
101	Atlas	S-10831	Miami, Fla.	9-15-19	3.14
101	Lehigh	5903	Miami, Fla.	10-11-19	3.32
101	Penn Allen	10057-581	Miami, Fla.	10-22-19	3.40

CONTRACT REPORT AS OF DECEMBER 1st, 1919 (SHEET # 49).

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
1	Vulcanite	5030	Baldwin, N. Y.	10-21-19	2.94
1	Atlas	H-10646	Baldwin, N.Y.	10-7-19	3.00
3	Lehigh	5181	Buffalo, N.Y.	4-8-19	2.78
4	Edison	A-10-1323	Buffalo, N. Y.	4-7-19	2.81
3	Giant	P-808	Buffalo, N. Y.	5-8-19	2.88
2	Lehigh	3247	Buffalo, N. Y.	5-18-19	2.78
8	Dexter	326-1304	Livingston Manor	8-1-19	2.80
8	Nazareth	1398	Livingston Manor	8-14-19	2.90
9	Penn Allen	10187-587	Long Island City	11-11-19	2.94
9	Giant	N-983	Long Island City	11-14-19	2.65
8	Atlas	M-10898	Long Island City	8-22-19	2.65
8	Hercules	483	Long Island City	8-21-19	2.68
9	Atlas	H-10603	Middletown, N.Y.	7-30-19	2.83
9	Alpha	CD-557	Middletown, N.Y.	7-19-19	2.80
9	Atlas	H-10365	Middletown, N.Y.	11-26-19	2.82
9	Alpha	CD-610	Middletown, N.Y.	11-5-19	2.80
11	Atlas	MET-11070	Pt. Washington, NY	10-28-19	2.96
11	Atlas	MET-11023	Pt. Washington, NY	10-20-19	2.90
14	Knickerbocker	589	Syracuse, N. Y.	9-8-19	2.82
14	Bath	549	Syracuse, N. Y.	9-9-19	2.80
18	Penna.	951	Brooklyn, N. Y.	9-22-19	2.60
19	Atlas	MET-11028	Brooklyn, N. Y.	9-20-19	2.85
18	Lawrence	1331	Brooklyn, N.Y.	1-18-18	2.23
19	Atlas	M-10887	Brooklyn, N.Y.	1-15-18	2.62
19	Atlas	M-10691A	Brooklyn, N.Y.	1-11-18	2.12
20	Alpha	N-233	Brooklyn, N.Y.	1-22-18	2.12
19	Edison	A-83-1512	Brooklyn, N. Y.	7-25-19	2.65
20	Lehigh	5534	Brooklyn, N. Y.	7-24-19	2.68
20	Edison	63-1486	Brooklyn, N. Y.	7-12-19	2.68
20	Atlas	M-10673	Brooklyn, N.Y.	7-16-19	2.65

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CONTRACT REPORT AS OF DECEMBER 1, 1919. (SHEET # 50)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
21	Lawrence	1828	New York City.	4-23-19	2.85
21	Lawrence	1829	New York City	4-23-19	2.88
21	Phoenix	731-809	New York City	7-30-19	2.85
23	Lehigh	5861	New York City	7-30-19	2.88
26	Dexter	1187-1244	New York City	9-2-19	2.75
28	Bath	547	New York City	9-5-19	2.65
28	Dexter	1172-1230	New York City	8-25-19	2.65
23	Penna.	836	New York City	8-25-19	2.68
23	Lehigh	5108	New York City	8-19-18	2.63
23	Atlas	M-10812	New York City	8-20-18	2.60
23	Allentown	7145-1018	New York City	8-8-19	2.66
24	Penna.	808	New York City	8-8-19	2.65
23	Penna.	429	New York City	1-2-18	2.27
27	Knickerbocker	409	New York City	1-4-18	2.24
23	Atlas	M-10884	New York City	1-7-18	2.12 A/S
23	Allentown	2610-345	New York City	4-6-18	2.27
27	Penna.	615	New York City	4-4-18	2.28
32	Bath	583	Conshohocken, Pa.	10-3-19	2.82
32	Lehigh	5987	Conshohocken, Pa.	10-24-19	2.72
32	Dexter	1210-1279	Conshohocken, Pa.	10-11-19	2.75
34	Vulcanite	795	Harrisburg, Pa.	10-29-19	2.78
34	Vulcanite	795	Harrisburg, Pa.	10-29-19	2.72
35	Lehigh	5898	Indiana, Pa.	9-10-19	2.70
35	Atlas	P-10930	Indiana, Pa.	9-9-19	2.35
43	Allentown	7540-1063	Wyomissing, Pa.	10-1-18	2.72
44	Lawrence	1889	Wyomissing, Pa.	10-9-18	2.73
47	Alpha	P-143	Philadelphia, Pa.	8-1-19	2.72
51	Lawrence	1793	Philadelphia, Pa.	8-1-19	2.62
44	Hercules	30	Philadelphia	8-22-17	2.76
45	Bath	P-253	Philadelphia	8-16-17	2.47
44	Dexter	1168-1224	Philadelphia	8-19-19	2.22

CONTRACT REPORT AS OF DECEMBER 1st, 1919 (SHEET # 51)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
45	Hercules	551	Philadelphia	8-18-19	2.73
51	Dexter	1169-1225	Philadelphia	8-19-19	2.75
44	Lawrence	1837	Philadelphia	8-20-19	2.82
46	Coplay	1944	Philadelphia	8-31-19	2.82
51	Lawrence	1836	Philadelphia	8-22-19	2.72
44	Lehigh	5166	Philadelphia	3-11-19	3.27 ⁴³
45	Coplay	1762	Philadelphia	3-28-19	3.47
47	Atlas	P-10966	Philadelphia	11-6-19	2.72
50	Atlas	P-10990	Philadelphia	11-8-19	2.35
45	Hercules	612	Philadelphia	11-7-19	2.73
49	Allentown	7229-1099	Philadelphia	11-2-19	2.35
45	Penn Allen	9272-509	Philadelphia	8-25-19	2.75
48	Allentown	6593-936	Philadelphia	6-23-19	2.62
50	Lawrence	1689	Philadelphia	6-24-19	2.72
45	Edison	C-13-1470	Philadelphia	7-2-19	2.73
46	Coplay	1802	Philadelphia	7-2-19	2.82
47	Atlas	P-10983	Philadelphia	7-3-19	2.73
47	Nazareth	1326	Philadelphia	7-3-19	2.62
47	Lawrence	1703	Philadelphia	7-7-19	2.72
50	Atlas	P-10886	Philadelphia	7-5-19	2.35
46	Coplay	1810	Philadelphia	7-15-19	2.62
49	Giant	P-843	Philadelphia	7-15-19	2.45
44	Atlas	P-10853	Philadelphia	7-11-19	2.72
45	Penn Allen	9409-516	Philadelphia	7-18-19	2.72
50	Allentown	6983-976	Philadelphia	7-17-19	2.74
44	Lehigh	5835	Philadelphia	9-17-19	2.72
45	Penn Allen	9269-574	Philadelphia	9-19-19	2.75
45	Bath	560	Philadelphia	9-30-19	2.72
46	Coplay	1971	Philadelphia	9-25-19	2.82
48	Lehigh	4208	Philadelphia	9-13-17	2.14
50	Hercules	24	Philadelphia	9-28-17	2.76

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52 CONTRACT REPORT AS OF DECEMBER 1st, 1919 (SHEET # 52)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
48	Edison	C-5-1387	Philadelphia	4-4-19	2.93
48	Lehigh	5175	Philadelphia	4-3-19	2.73
44	Lehigh	5891	Philadelphia	10-1-19	2.73
46	Coplay	1277	Philadelphia	10-6-19	2.83
56	Lehigh	5393	Hackensack, N.J.	7-2-19	2.76
56	Atlas	L-10877	Hackensack, N.J.	7-31-19	2.76
57	Penna.	378	Hoboken, N. J.	6-13-17	3.18
57	Vulcanite	4643	Hoboken, N. J.	6-22-17	2.06
57	Atlas	L-10728	Hoboken, N. J.	10-10-19	2.73
57	Lawrence	1870	Hoboken, N. J.	10-2-19	2.63
57	Vulcanite	4667	Jersey City, N.J.	9-15-17	2.88
57	Atlas	L-10264	Jersey City, N.J.	9-10-17	2.22 Book
58	Atlas	L-10720	Jersey City, N.J.	9-19-19	2.62
58	Dexter	336-1260	Jersey City, N.J.	9-20-19	2.77
59	Atlas	L-10701	Madison, N. J.	8-14-19	2.73
59	Nazareth	1366	Madison, N. J.	8-1-19	2.97
59	Dexter	318-1177	Newark, N. J.	7-16-19	2.66
60	Dexter	320-1195	Newark, N. J.	7-29-19	2.61
60	Lawrence	1853	Newark, N. J.	9-26-19	2.66
60	Nazareth	1445	Newark, N. J.	9-20-19	2.81
61	Lawrence	1706	New Brunswick	7-17-19	2.73
61	Lawrence	1717	New Brunswick	7-21-19	2.74
61	Nazareth	1289	Passaic, N. J.	5-24-19	2.75
61	Atlas	L-10624	Passaic, N. J.	5-23-19	2.72
64	Alpha	OD-547	Trenton, N. J.	7-8-19	2.73
64	Lehigh	5401	Trenton, N. J.	7-3-19	2.37
66	Lehigh	5398	Brookton, Mass.	7-30-19	2.94
66	Lehigh	5399	Brookton, Mass.	7-30-19	2.92
69	Bath	525	Medford, Mass.	8-5-19	3.04
69	Penna.	807	Medford, Mass.	8-8-19	2.92

CONTRACT REPORT AS OF DECEMBER 1st, 1919 - SHEET # 53

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
70	Bath	B-10882-524	Somerville, Mass.	8-5-19	3.08
70	Bath	527	Somerville, Mass.	8-11-19	3.04
70	Allentown	7178-1030	Somerville, Mass.	8-22-19	3.92
71	Penna.	809	Springfield, Mass.	8-13-19	2.88
71	Bath	590	Springfield, Mass.	8-13-19	2.78
73	Allentown	8782-977	Boston, Mass.	7-17-19	2.93
73	Atlas	B-10785	Boston, Mass.	7-18-19	2.92
76	Penn Allen	9807-555	Bristol, Conn.	8-8-19	2.94
77	Edison	B-45-1533	Bristol, Conn.	8-2-19	2.97
82	Alpha	B-507	Windsor Locks	8-9-19	2.92
82	Alpha	B-505	Windsor Locks	8-7-19	2.94
84	Dexter	1146-1248	Rutland, Vt.	9-8-19	2.90
84	Atlas	B-10643	Rutland, Vt.	9-22-19	2.45
89	Bath	448	Washington, D.C.	7-24-19	2.81
89	Giant	48282	Washington, D.C.	7-19-19	2.44
90	Alpha	C-408	Cleveland, Ohio	6-2-19	2.72
90	Alpha	C-411	Cleveland, Ohio	6-2-19	2.37-P
91	Alpha	C-418	Cleveland, Ohio	6-6-19	2.72
91	Alpha	C-415	Cleveland, Ohio	6-6-19	2.37-P
92	Edison	A-160-1628	Cleveland, Ohio	9-9-19	2.48
92	Edison	157-1626	Cleveland, Ohio	9-18-19	2.72
93	Alpha	C-402	Hamilton, Ohio	5-27-19	2.72
93	Edison	A-48-1440	Hamilton, Ohio	5-5-19	2.42-P
96	Atlas	P-10841	Norfolk, Va.	7-7-19	2.73
96	Atlas	P-10824	Norfolk, Va.	7-3-19	2.75
106	Lehigh	5903	Miami, Fla.	10-11-19	3.32
106	Penn Allen	10067-581	Miami, Fla.	10-22-19	3.40

CONTRACT REPORT AS OF MARCH 1st, 1920 (SHEET 54)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
2	Atlas	M-10646	Baldwin, N. Y.	10-7-19	3.00
2	Vulcanite	5039	Baldwin, N. Y.	10-21-19	2.94
3	Alpha	D-377	Black Rock, N.Y.	12-18-19	2.98
3	Lehigh	6229	Black Rock, N.Y.	12-20-19	2.78
3	Giant	P-208	Buffalo, N. Y.	5-8-19	2.98
3	Lehigh	6247	Buffalo, N.Y.	5-16-19	2.78
3	Giant	P-923	Buffalo, N. Y.	9-19-19	2.79
4	Lehigh	5950	Buffalo, N. Y.	10-20-19	2.78
4	Edison	A-10-1362	Buffalo, N.Y.	4-7-19	2.81
3	Lehigh	5186	Buffalo, N.Y.	4-17-19	2.78
6	Penn Allen	10425-667	Buffalo, N.Y.	1-2-20	2.78
6	Lehigh	6448	Buffalo, N.Y.	1-2-20	2.70
6	Atlas	H-10730	Buffalo, N.Y.	2-21-20	2.78
6	Lehigh	6819	Buffalo, N.Y.	2-21-20	2.00
8	Lawrence	1991	Corning, N.Y.	12-26-19	2.80
8	Atlas	H-10690	Corning, N.Y.	12-19-19	2.30
17	Penn Allen	10167-587	Long Island City	11-11-19	2.94
17	Giant	1-982	Long Island City	11-14-19	2.65
21	Lehigh	6080	No. Tonawanda, N.Y.	12-8-19	2.75
21	Lawrence	1960	No. Tonawanda, N.Y.	12-11-19	2.78
22	Knickerbocker	607	Oneonta, N.Y.	12-15-19	2.62
22	Knickerbocker	617	Oneonta, N.Y.	12-18-19	2.80
22	Penna.	941	Oswego, N.Y.	12-23-19	2.62
22	Dexter	1326-1391	Oswego, N.Y.	1-6-20	2.88
23	Atlas	MEI-11113	Portchester, N.Y.	12-15-19	2.49
23	Atlas	MEI-11106	Portchester, N.Y.	12-15-19	2.94
24	Atlas	H-10674	Poughkeepsie, N.Y.	12-16-19	2.30
24	Atlas	H-10726A	Poughkeepsie, N.Y.	1-4-20	2.65
24	Atlas	MEI-11062	Port Washington, N.Y.	10-20-19	2.90
24	Atlas	MEI-11070	Pt. Washington, N.Y.	10-28-19	2.96
24	Lehigh	6290	Randolph, N.Y.	12-24-19	2.78
24	Lehigh	6491	Randolph, N.Y.	1-3-20	2.85

55 CONTRACT REPORT AS OF MARCH 1st, 1920 (SHEET 55

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
25	Coplay	2161	Rochester, N.Y.	12-26-19	2.82
25	Allentown	8071-1190	Rochester, N.Y.	1-6-20	2.92
25	Giant	P-1072	Rochester, N.Y.	1-23-20	2.82
28	Dexter	1219-1296	Syracuse, N.Y.	11-28-19	2.87
28	Alpha	D-365	Syracuse, N.Y.	12-1-19	2.82
29	Dexter	6821	Syracuse, N.Y.	1-30-20	2.65
29	Phoenix	1505-747	Syracuse, N.Y.	1-30-20	2.82
29	Nazareth	5998	Syracuse, N.Y.	2-5-20	2.65
29	Knickerbocker	8608	Syracuse, N.Y.	2-18-20	2.78
29	Lehigh	1374-1866	Syracuse, N.Y.	2-20-20	2.82
29	Atlas	SB-10194	Tarrytown, N.Y.	1-26-20	2.65
29	Penna.	1095	Tarrytown, N.Y.	2-7-20	2.80
29	Atlas	MET-11174	Tuckahoe, N.Y.	12-15-19	2.86
29	Atlas	MET-11099	Tuckahoe, N.Y.	12-15-19	2.85
30	Knickerbocker	642	Utica, N.Y.	12-29-19	2.80
30	Hercules	935	Utica, N.Y.	12-31-19	3.00
39	Alpha	M-233	Brooklyn, N.Y.	1-2-18	2.12
39	Atlas	M-10691-A	Brooklyn, N.Y.	1-11-18	2.12 A/S
38	Atlas	M-10697	Brooklyn, N.Y.	1-15-18	2.62
37	Lawrence	1341	Brooklyn, N.Y.	1-18-18	2.23
34	Atlas	MET-11132	Brooklyn, N.Y.	12-9-19	2.68
34	Alpha	M-351	Brooklyn, N.Y.	12-9-19	2.65
39	Atlas	MET-11028	Brooklyn, N.Y.	6-20-19	2.65
34	Penna.	851	Brooklyn, N.Y.	9-22-19	2.68
39	Edison	82-1486	Brooklyn, N.Y.	7-1-19	2.68
35	Nazareth	1339	Brooklyn, N.Y.	7-16-19	2.65
36	Nazareth	1634	Brooklyn, N.Y.	1-5-20	2.65
42	Alpha	M-361	Brooklyn, N.Y.	1-5-20	2.90
43	Giant	NY-924	New York City	11-28-17	2.19
34	Knickerbocker	398	New York City	12-29-17	2.24
46	Penna.	429	New York City	1-2-18	2.27
34	Knickerbocker	409	New York City	1-4-18	2.24
47	Atlas	M-10684	New York City	1-7-18	A/S 2.12

54 CONTRACT REPORT AS OF MARCH 1st, 1920 (SHEET 56)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
47	Penna.	468	New York City	2-21-18	2.15
47	Allentown	2551-816	New York City	3-21-18	2.27
54	Penna.	615	New York City	4-4-18	2.28
54	Knickerbocker	496	New York City	5-2-18	2.59
54	Penna.	700	New York City	4-18-19	2.65
43	Lawrence	1629	New York City	4-23-19	2.68
43	Lawrence	1628	New York City	4-23-19	2.65
48	penna.	806	New York City	8-8-19	2.65
46	Allentown	7145-1018	New York City	8-8-19	2.68
44	Dexter	1172-1230	New York City	8-25-19	2.65
45	Penna.	835	New York City	8-25-19	2.68
44	Phoenix	731-609	New York City	7-30-19	2.65
47	Lehigh	5861	New York City	7-30-19	2.68
51	Dexter	1187-1244	New York City	9-2-19	2.76
56	Bath	547	New York City	9-5-19	2.65
43	Lawrence	2037	New York City	12-29-19	2.65
44	Alpha	M-393	New York City	12-29-19	2.90
43	Lawrence	2095	New York City	1-16-20	2.68
44	Masareth	1672	New York City	1-16-20	2.65
57	Lawrence	2011	Allentown, Pa.	12-23-19	2.55
57	Allentown	8074-1193	Allentown, Pa.	12-24-19	2.35
57	Allentown	8075-1194	Allentown, Pa.	12-24-19	2.35
57	Atlas	P-11127	Allentown, Pa.	12-26-19	2.35
57	Allentown	8076-1195	Allentown, Pa.	12-29-19	2.35
57	Vulcanite	5173	Allentown, Pa.	1-7-20	2.55
62	Masareth	1370	Clifton, Pa.	8-6-19	2.78
62	Heroules	614	Clifton, Pa.	11-6-19	2.72
62	Masareth	1621	Clifton, Pa.	12-30-19	2.78
62	Dexter	1210-1279	Conshohocken, Pa.	10-11-19	2.75
62	Lehigh	5967	Conshohocken, Pa.	10-24-19	2.72
64	Vulcanite	5215	Erie, Pa.	2-9-20	2.72
64	Atlas	P-11296	Erie, Pa.	2-17-20	2.73
64	Alpha	D-425	Erie, Pa.	1-19-20	2.87
64	Masareth	1721	Erie, Pa.	1-20-20	2.82

57 CONTRACT REPORT AS OF MARCH 1st, 1920 (SHEET 57

PAGE BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
64	Phoenix	704-598	Fairview, Pa.	7-24-19	2.82
64	Edison	C-27-1560	Fairview, Pa.	8-6-19	2.80
64	Lawrence	1842	Frackville, Pa.	9-9-19	2.74
64	Atlas	P-10940	Frackville, Pa.	9-10-19	2.76
65	Vulcanite	796	Harrisburg, Pa.	10-29-19	2.78
65	Vulcanite	795	Harrisburg, Pa.	10-29-19	2.72
65	Edison	C-53-1658	Harrisburg, Pa.	10-31-19	2.78
68	Lehigh	6288	Kane, Pa.	12-26-19	2.78
68	Atlas	P-11238	Kane, Pa.	1-15-20	2.43
71	Alpha	168	Marcus Hook, Pa.	1-29-20	2.76
71	Lawrence	2172	Marcus Hook, Pa.	1-30-20	2.68
74	Penna.	900	Overbrook, Pa.	12-8-19	2.80
74	Hercules	795	Overbrook, Pa.	12-18-19	2.76
75	Lawrence	1798	Plymouth, Pa.	7-30-19	2.72
75	Nazareth	1401	Plymouth, Pa.	8-16-19	2.78
75	Dexter	1158-1220	Pottsville, Pa.	8-11-19	2.73
75	Nazareth	1397	Pottsville, Pa.	8-15-19	2.72
76	Alpha	CB-550	Rittersville, Pa.	7-16-19	2.57
76	Atlas	P-10896	Rittersville, Pa.	8-8-19	2.65
77	Dexter	1214-1287	Scranton, Pa.	10-27-19	2.72
77	Nazareth	1501	Scranton, Pa.	11-22-19	2.78
80	Nazareth	1529	Wilkes Barre, Pa.	12-15-19	2.78
80	Coplay	2115	Wilkes Barre, Pa.	12-17-19	2.72
81	Lawrence	1869	Wyomissing, Pa.	10-9-19	2.73
81	Allentown	7840-1063	Wyomissing, Pa.	10-1-19	2.72
83	Bath	P-253	Philadelphia, Pa.	8-16-17	2.47
83	Hercules	20	Philadelphia,	8-22-17	2.76
87	Lehigh	5014	Philadelphia -	7-19-18	3.17
89	Lawrence	1588	Philadelphia	7-29-18	2.77
82	Alpha	P-146	Philadelphia	8-25-19	2.72
84	Hercules	553	Philadelphia	8-23-19	2.72
82	Coplay	1922	Philadelphia	8-15-19	2.82
83	Lawrence	1837	Philadelphia	8-22-19	2.82

58 CONTRACT REPORT AS OF MARCH 1st, 1920 (SHEET 58)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
85	- - -	Eight (8) Coplay Contracts at 2.82 - not sold to builder			
85	- - -	Five (5) Coplay Contracts at 2.82 - not sold to builder			
85	Penn Allen	9272-509	Philadelphia, Pa.	6-25-19	2.75
92	Lawrence	1689	Philadelphia	6-24-19	2.72
87	Atlas	P-10823	Philadelphia	7-3-19	2.72
92	Atlas	P-10886	Philadelphia	7-5-19	2.35
83	Phoenix	645-527	Philadelphia	7-17-19	2.72
90	Giant	P-643	Philadelphia	7-15-19	2.45
85	Hercules	612	Philadelphia	11-7-19	2.72
90	Allentown	7829-1099	Philadelphia	11-7-19	2.36
86	Lehigh	6156	Philadelphia	12-15-19	2.72
89	Giant	P-988	Philadelphia	12-15-19	2.66
88	Hercules	656	Philadelphia	12-15-19	2.82
88	Lehigh	6622	Philadelphia	1-12-20	2.72
90	Penn Allen	104470684	Philadelphia	1-12-20	2.75
104	Atlas	NY-10906	Greenville, N.J.	1-30-20	2.62
104	Atlas	L-10840	Greenville, N.J.	12-23-19	2.65
104	Nazareth	1314	Harrison, N.J.	6-4-19	2.66
104	Penna.	2013	Harrison, N.J.	7-30-19	2.78
104	Atlas	L-10728	Hoboken, N.J.	10-10-19	2.72
104	Lawrence	1870	Hoboken, N.J.	10-2-19	2.62
105	Vulcanite	4667	Jersey City, N.J.	9-15-17	2.88
105	Atlas	L-10264	Jersey City, N.J.	9-10-17	2.22 Dock
106	Lehigh	6524	Jersey City, N.J.	12-26-19	2.79
106	Giant	N-1005	Jersey City, N.J.	12-26-19	2.62
106	Vulcanite	5107	Jersey City, N.J.	12-24-19	2.62
106	Atlas	L-10855	Jersey City, N.J.	12-24-19	2.35
107	Penn Allen	100816579	Lakehurst, N.J.	10-25-19	2.97
107	Penna.	901	Lakehurst, N.J.	12-10-19	2.84
107	Nazareth	1366	Madison, N.J.	8-1-19	2.97
107	Atlas	L-10701	Madison, N.J.	8-14-19	2.72
108	Dexter	320-1195	Newark, N.J.	7-29-19	2.81
108	Nazareth	1364	Newark, N.J.	8-1-19	2.66

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
109	Nazareth	1445	Newark, N.J.	9-20-19	2.81
109	Lawrence	1852	Newark, N.J.	9-26-19	2.66
111	Lawrence	1706	New Brunswick, N.J.	7-17-19	2.72
111	Lawrence	1717	New Brunswick, N.J.	7-21-19	2.74
112	Nazareth	1289	Passaic, N.J.	5-24-19	2.75
112	Atlas	L-10625	Passaic, N.J.	5-31-19	2.72
114	Edison	A-257-1804	Perth Amboy, N.J.	12-26-19	2.70
114	Edison	A-311-1847	Perth Amboy, N.J.	12-30-19	2.35
114	Vulcanite	5067	Phillipsburg, N.J.	12-16-19	2.50
114	Alpha	CD-660	Phillipsburg, N.J.	12-26-19	2.57
115	Lehigh	6564	Rahway, N.J.	12-31-19	2.72
115	Lehigh	6563	Rahway, N.J.	12-31-19	2.76
115	Lehigh	6562	Rahway, N.J.	12-31-19	2.76
115	Lehigh	6655	Rahway, N.J.	1-13-20	2.72
115	Penna.	1055	Ridgefield Park,	1-23-20	2.72
115	Penna.	1089	Ridgefield Park	2-3-20	2.76
116	Hercules	580	Riverside, N.J.	9-18-19	2.88
116	Coplay	1946	Riverside, N.J.	8-23-19	2.74
116	Vulcanite	831	Salem, N.J.	1-5-20	2.74
116	Hercules	892	Salem, N.J.	1-13-20	2.86
117	Edison	A-268-1791	South River, N.J.	12-22-19	2.79
117	Edison	A-269-1793	South River, N.J.	12-22-19	2.74
117	Hercules	863	Swedesboro, N.J.	12-22-19	2.49
117	Hercules	865	Swedesboro, N.J.	12-22-19	2.49
117	Coplay	2256	Swedesboro, N.J.	1-6-20	2.84
117	Coplay	2262	Swedesboro, N.J.	1-6-20	2.84
120	Atlas	NNJ-10662	Weehawken, N.J.	1-2-20	2.62
120	Atlas	NNJ-10666	Weehawken, N.J.	1-8-20	2.72
121	Alpha	E-501	Attleboro, Mass.	8-5-19	2.94
121	Lehigh	5625	Attleboro, Mass.	7-31-19	2.92
122	Lehigh	5699	Brockton, Mass.	9-10-19	2.92
122	Lehigh	5825	Brockton, Mass.	9-10-19	2.94
122	Atlas	B-10957	Brookline, Mass.	12-17-19	2.94
122	Atlas	B-10959	Brookline, Mass.	12-17-19	2.92

CONTRACT REPORT AS OF MARCH 1st, 1920 (SHEET 60)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
128	Bath	525	Madford, Mass.	8-5-19	3.04
128	Penna.	807	Madford-Mass.	8-8-19	2.92
129	Lehigh	5759	Newtown Lower Falls	8-22-19	2.92
129	Lehigh	5817	Newton Lower Falls	9-9-19	2.94
130	Lehigh	6397	Revere, Mass.	12-24-19	2.92
130	Vulcanite	5156	Revere, Mass.	1-6-20	2.94
131	Bath	524	Somerville, Mass.	8-5-19	3.02
131	Bath	527	Somerville, Mass.	8-11-19	3.04
132	Knickerbocker	760	Taunton, Mass.	1-12-20	2.65
132	Knickerbocker	697	Taunton, Mass.	1-6-20	2.94
138	Atlas	B-11025	Biddeford, Maine	1-13-20	3.00
138	Alpha	2186	Biddeford, Maine	12-31-19	3.13
141	Nazareth	1617	Rutland, Vt.	12-27-19	2.80
141	Atlas	H-10683	Rutland, Vt.	11-21-19	2.45
141	Atlas	H-10697-A	Rutland, Vt.	12-19-19	2.92
141	Atlas	H-10621	Rutland, Vt.	8-7-19	2.80
141	Atlas	H-10643	Rutland, Vt.	9-22-19	2.45
142	Atlas	B-10946	Newport, R.I.	12-15-19	2.94
142	Lehigh	6265	Newport, R.I.	12-17-19	2.89
142	Dexter	7557-1333	Newport, R.I.	1-8-20	2.94
142	Hercules	963	Newport, R.I.	1-21-20	2.97
146	Edison	P-45-1533	Bristol, Conn.	8-2-19	2.97
146	Penn Allen	9607-855	Bristol, Conn.	8-8-19	2.94
146	Knickerbocker	581	Danbury, Conn.	8-21-19	2.94
146	Lehigh	5857	Danbury, Conn.	9-23-19	2.92
149	Knickerbocker	430	New Haven, Conn.	2-23-18	2.42
149	Atlas	M-10727	New Haven, Conn.	3-11-18	2.97
153	Nazareth	1744	Waterbury, Conn.	1-30-20	3.02
153	Atlas	639	Waterbury, Conn.	1-19-20	3.09
153	Dexter	7563-1342	Waterbury, Conn.	1-12-20	2.92
153	Nazareth	1616	Waterbury, Conn.	12-29-19	2.92
153	Alpha	B-507	Windsor Locks.	8-9-19	2.92
153	Alpha	B-505	Windsor Locks	8-7-19	2.64

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CONTRACT REPORT AS OF MARCH 1st, 1920 (SUMMARY)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
155	Vulcanite	803	Wilmington, Del.	12-22-19	2.90
155	Lehigh	6352	Wilmington, Del.	12-16-19	2.76
154	Vulcanite	791	Wilmington	8-29-19	2.76
155	Phoenix	987-652	Wilmington	9-9-19	2.90
156	Atlas	P-10756	Washington, D.C.	3-26-19	3.31
156	Hercules	399	Washington	4-2-19	2.81
157	Penn Allen	10401-651	Washington	12-27-19	2.81
156	Hercules	762	Washington	12-27-19	2.84
157	Vulcanite	5195	Washington	1-16-20	2.81
156	Atlas	P-11231 & 2	Washington	1-16-20	2.82
157	Lehigh	6771	Washington	2-16-20	2.82
157	Atlas	P-11295	Washington	2-16-20	2.82
157	Atlas	P-11114	Washington	2-19-20	2.61
163	Alpha	C-441	Cleveland, Ohio	7-1-19	2.72
163	Edison	A-66-1412	Cleveland, Ohio	7-3-19	2.46
163	Edison	A-160-1628	Cleveland, Ohio	9-19-19	2.46
163	Edison	A-157-1526	Cleveland, Ohio	9-18-19	2.72
166	Alpha	W-583	Toronto, Ohio	12-16-19	2.64
166	Alpha	W-589	Toronto, Ohio	12-31-19	2.29
167	Atlas	S-10244	Columbia, S.C.	11-10-19	3.20
167	Giant	P- 942	Columbia, S.C.	12-19-19	3.10
167	Alpha	S-31	Columbia, S.C.	1-21-20	3.45
169	Alpha	VA-138	Danville, Va.	1-2-20	2.91
169	Atlas	P-11269	Danville, Va.	2-5-20	3.01
169	Atlas	P-11118	Emporia, Va.	12-24-19	2.95
169	Atlas	P-11029	Emporia, Va.	12-15-19	2.80
170	Atlas	P-10798A	Newport News, Va.	1-21-20	2.73
170	Atlas	P- 11227	Newport News, Va.	1-22-20	2.83
170	Atlas	P-10751	Norfolk, Va.	2-18-19	3.23
170	Hercules	387	Norfolk, Va.	3-5-19	3.26
170	Atlas	P-10824	Norfolk, Va.	7-3-19	2.75
170	Alpha	So- 72	Norfolk, Va.	7-23-19	2.75

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
171	Atlas	P-11257	Norfolk, Va.	1-23-20	2.83
171	Alpha	89.84	Norfolk, Va.	1-28-20	2.73
171	Lawrence	2187	Norfolk, Va.	2-2-20	2.73
171	Atlas	P-11283	Norfolk, Va.	2-8-20	2.83
171	Edison	C-30-1720	Norfolk, Va.	12-2-19	2.91
170	Alpha	SO- 61	Norfolk, Va.	12-2-19	2.73
172	Lehigh	6682	Richmond, Va.	1-19-20	2.83
172	Dexter	137741430	Richmond, Va.	1-23-20	2.73
172	Dexter	1354-1408	Richmond, Va.	1-12-20	2.73
172	Lehigh	6672	Richmond, Va.	1-14-20	2.83
172	Dexter	1227-1351	Richmond, Va.	1-2-20	2.73
172	Lehigh	6726	Richmond, Va.	1-2-20	2.83
172	Atlas	P-11292	Richmond, Va.	2-17-20	2.83
172	Lehigh	6783	Richmond, Va.	2-14-20	2.88
174	Atlas	P-11103	Clarksburg, W. Va.	12-28-19	2.76
174	Atlas	P-11108	Clarksburg, W. Va.	12-22-19	2.92
179	Atlas	S-10260	Burlington, N.C.	12-22-19	3.10
179	Giant	P-1044	Burlington, N.C.	12-31-19	3.08
180	Atlas	P-11251	Greensboro, N.C.	1-21-20	3.17
180	Giant	P-1013	Greensboro, N.C.	12-18-19	3.07
180	Giant	P-976	Greensboro, N.C.	12-4-19	3.05
180	Giant	P-1002	Greensboro, N.C.	12-18-19	3.07
180	Giant	P-1026	Greenville, N.C.	12-26-19	3.08
180	Giant	P-1017	Greenville, N.C.	12-22-19	3.20
180	Giant	P-1001	Kinston, N.C.	12-18-19	3.08
180	Atlas	P-11225	Kinston, N.C.	1-16-20	3.20
181	Lehigh	6986	Raleigh, N.C.	11-8-19	3.10
181	Giant	P-956	Raleigh, N.C.	11-1-19	3.08
181	Lehigh	6098	Rocky Mt., N.C.	12-6-19	2.75-P
181	Lehigh	6329	Rocky Mt., N.C.	12-23-19	2.85-P
181	Giant	P-1030	Rocky Mt., N.C.	12-27-19	3.10

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CONTRACT REPORT AS OF MARCH 1st 1920 (SHEET 22)

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
181	Atlas	P-11273	Wilson, V. C.	2-2-20	3.26
181	Atlas	P-11298	Wilson, N.C.	2-16-20	2.98
181	Atlas	S-10265	Winston-Salem	12-16-19	3.07
181	Giant	P-1045	Winston-Salem	12-31-19	3.05
181	Lehigh	6710	Winston-Salem	1-8-20	3.17
182	Lehigh	5220	Miami, Fla.	5-8-19	3.35
182	Atlas	S-10172	Miami, Fla.	5-21-19	3.48
182	Atlas	S-10182	Miami, Fla.	6-10-19	3.32
182	Lehigh	5903	Miami, Fla.	10-11-19	3.32
182	Fern Allen	10057-581	Miami, Fla.	10-22-19	3.40
182	Atlas	S-10263	Miami, Fla.	12-30-19	3.33
182	Lehigh	6603	Miami, Fla.	1-12-20	3.62

CONTRACT REPORT AS OF JUNE 1st, 1920 (SHEET 64)

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
3	Lehigh	6136	Black Rock, N.Y.	12-15-19	2.78
3	Alpha	D-377	Black Rock, N.Y.	12-15-19	2.98
3	Lehigh	5185	Buffalo, N. Y.	4-17-19	2.78
3	Edison	A-10-1382	Buffalo, N.Y.	4-7-19	2.81
5	Perm Allen	10425-667	Buffalo, N.Y.	1-2-20	2.78
5	Lehigh	6448	Buffalo, N.Y.	1-2-20	2.70
6	Lehigh	6819	Buffalo, N.Y.	2-4-20	2.00
6	Lehigh	6820	Buffalo, N.Y.	2-21-20	2.78
6	Lehigh	7021	Buffalo, N.Y.	4-14-20	2.84
6	Edison	A-389-1947	Buffalo, N.Y.	4-19-20	3.04
8	Lawrence	1991	Corning, N. Y.	12-16-19	2.80
8	Atlas	M10696	Corning, N.Y.	12-19-19	2.30
10	Atlas	NY-10750	Endicott, N.Y.	2-8-20	2.78
10	Phoenix	1526-767	Endicott, N.Y.	2-9-20	2.43
16	Edison	A-336-1927	Jamestown, N.Y.	3-23-20	2.78
16	Lehigh	6910	Jamestown, N.Y.	3-18-20	2.88
17	Perm Allen	10167-587	Long Island City	11-11-19	2.94
18	Giant	N-882	Long Island City	11-14-19	2.65
18	Lehigh	6586	Mamaroneck, N.Y.	12-31-19	2.59
19	Alpha	M-356	Mamaroneck, N.Y.	12-24-19	2.94
21	Atlas	NY-10791	Niagara Falls, N.Y.	3-8-20	2.78
21	Lehigh	6902	Niagara Falls, N.Y.	3-23-20	2.84
21	Lehigh	6858	Niagara Falls, N.Y.	3-1-20	2.78
21	Lehigh	6953	Niagara Falls, N.Y.	3-29-20	2.84
21	Lehigh	6080	No.Tonawanda, N.Y.	12-8-19	2.75
21	Lawrence	1960	No.Tonawanda, N.Y.	12-11-19	2.78
22	Lehigh	6556	Nyack, N.Y.	12-31-19	2.30
22	Lehigh	6495	Nyack, N.Y.	12-30-19	2.65
22	Lawrence	2293	Olean, N.Y.	4-10-20	2.78
22	Lehigh	7010	Olean, N.Y.	4-2-20	3.04

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
22	Knickerbocker	607	Oneonta, N.Y.	12-15-19	2.82
22	Knickerbocker	617	Oneonta, N.Y.	12-18-19	2.80
24	Vulcanite	5244	Pt. Jervis, N.Y.	3-24-20	2.80
24	Atlas	NY-10786	Pt. Jervis, N.Y.	3-24-20	2.45
27	Alpha	D-454	Solvay, N.Y.	3-2-20	2.47
27	Alpha	D-453	Solvay, N.Y.	3-2-20	2.62
29	Lehigh	1374-1466	Syracuse, N.Y.	2-20-20	2.82
29	Knickerbocker	6808	Syracuse, N.Y.	2-18-20	2.78
29	Nasareth	5998	Syracuse, N.Y.	2-5-20	2.78
30	Atlas	MKT-11174	Tuckahoe, N.Y.	12-15-19	2.80
30	Atlas	93-10093	Tuckahoe, N.Y.	12-15-19	2.80
30	Knicker.	642	Utica, N.Y.	12-29-19	2.80
30	Hercules	935	Utica, N.Y.	12-31-19	3.00
33	Nasareth	1446	Brooklyn, N.Y.	9-19-19	2.65
34	Penna.	851	Brooklyn, N.Y.	9-22-19	2.68
37	Lawrence	1341	Brooklyn, N.Y.	1-18-18	2.23
38	Atlas	M-10691A	Brooklyn, N.Y.	1-11-18	2.12
37	Atlas	M-10697	Brooklyn, N.Y.	1-15-18	2.62
33	Lehigh	7029	Brooklyn, N.Y.	4-5-20	2.65
36	Dexter	1436-1553	Brooklyn, N.Y.	4-5-20	2.75
39	Edison	82-1486	Brooklyn, N.Y.	7-12-19	2.68
33	Lehigh	5546	Brooklyn, N.Y.	7-11-19	2.65
42	Alpha	N-361	Brooklyn, N.Y.	1-5-20	2.90
41	Alpha	N-422	Brooklyn, N.Y.	1-5-20	2.65
41	Knicker.	729	Brooklyn, N.Y.	1-6-20	2.65
42	Lawrence	1628	New York City	4-23-19	2.65
42	Lawrence	1629	New York City	4-23-19	2.68
53	Penna.	700	New York City	4-18-19	2.65
45	Penna.	429	New York City	1-2-18	2.27
44	Knicker.	409	New York City	1-4-18	2.24
46	Atlas	M-10684	New York City	1-7-18	2.12

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
43	Phoenix	731-609	New York City	7-30-19	2.65
45	Lehigh	5861	New York City	7-30-19	2.68
44	Penna.	836	New York City	8-25-19	2.68
43	Dexter	1172-1230	New York City	8-25-19	2.65
42	Lawrence	2037	New York City	12-29-19	2.65
43	Alpha	N-393	New York City	12-29-19	2.90
42	Lawrence	2093	New York City	1-16-20	2.68
43	Nazareth	1712	New York City	1-16-20	2.65
54	Krieger.	830	New York City	3-31-20	2.68
53	Penna.	1145	New York City	3-30-20	2.65
53	Alpha	N-448	New York City	5-12-20	3.35
44	Vulcanite	5306	New York City	5-11-20	2.95
53	Alpha	N-447	New York City	5-12-20	2.95
44	Vulcanite	5307	New York City	5-13-20	3.35
46	Atlas	WT-11262	New York City	4-20-20	2.65
45	Atlas	WT-11261	New York City	4-20-20	2.68
46	Edison	A-386-1940	New York City	4-20-20	2.87
55	Alpha	N-442	New York City	4-21-20	2.95
46	Penna.	1173	New York City	4-21-20	2.65
50	Vulcanite	5288	New York City	4-22-20	2.75
54	Lehigh	7048	New York City	4-22-20	2.95
57	Lawrence	2011	Allentown, Pa.	12-23-19	2.55
57	Allentown	8074-1193	Allentown, Pa.	12-24-19	2.35
57	Allentown	8075-1194	Allentown, Pa.	12-24-19	2.35
58	Coplay	2304	Ambler, Pa.	4-8-20	3.12
58	Lehigh	6996	Ambler, Pa.	4-12-20	2.72
59	Atlas	P-11350	Bentleyville, Pa.	3-23-20	2.80
59	Edison	A-357-1916	Bentleyville, Pa.	3-20-20	2.98
61	Alpha	CD-737	Burnham, Pa.	4-23-20	3.12
61	Lehigh	7020	Burnham, Pa.	4-16-20	2.82
63	Bath	562	Conshohocken, Pa.	10-2-19	2.82
63	Dexter	1210-1279	Conshohocken, Pa.	10-11-19	2.75
63	Lehigh	5967	Conshohocken, Pa.	10-24-19	2.72

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
64	Coplay	2300	Easton, Pa.	4-2-20	2.97
64	Alpha	CD-730	Easton, Pa.	4-6-20	2.57
65	Alpha	D-425	Erie, Pa.	1-19-20	2.87
65	Nazareth	1721	Erie, Pa.	1-20-20	2.82
65	Alpha	D-420	Erie, Pa.	12-29-19	2.67
65	Atlas	P-11130	Erie, Pa.	12-26-19	2.72
65	Atlas	P-11296	Erie, Pa.	2-17-20	2.73
65	Vulcanite	5215	Erie, Pa.	2-9-20	2.72
66	Atlas	P-10940	Frackville, Pa.	9-10-19	2.76
66	Lawrence	1542	Frackville, Pa.	9-9-19	2.74
67	Vulcanite	796	Harriensburg, Pa.	10-29-19	2.76
67	Vulcanite	795	Harriensburg, Pa.	10-29-19	2.72
68	Lehigh	7035	Huntingdon, Pa.	4-21-20	3.04
66	Lehigh	7017	Huntingdon, Pa.	4-15-20	2.84
70	Alpha	CD-742	Lancaster, Pa.	4-23-20	3.34
70	Dexter	1449-1561	Lancaster, Pa.	4-11-20	2.74
73	Lawrence	2172	Marcus Hook, Pa.	1-30-20	2.68
73	Alpha	P-168	Marcus Hook, Pa.	1-29-20	2.76
76	Penna.	900	Overbrook, Pa.	12-5-19	2.80
76	Hercules	795	Overbrook, Pa.	12-18-19	2.76
77	Atlas	P-11356	Pittsburgh, Pa.	3-22-20	2.65
77	Bath	655	Pittsburgh, Pa.	3-31-20	2.88
78	Nazareth	1397	Pottsville, Pa.	8-15-19	2.72
78	Dexter	1158-1220	Pottsville, Pa.	8-11-19	2.73
80	Nazareth	1792	Scranton, Pa.	4-10-20	2.72
80	Lehigh	6999	Scranton, Pa.	4-12-20	2.76
84	Nazareth	1529	Wilkes Barre, Pa.	12-15-19	2.78
84	Coplay	2115	Wilkes Barre, Pa.	12-17-19	2.72
84	Edison	A-301-1422	Wilkesburg, Pa.	12-24-19	2.55
84	Edison	A-283-1768	Wilkesburg, Pa.	12-23-19	2.76

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
85	Allent.	7540-1063	Wyomissing, Pa.	10-1-19	2.72
85	Lawrence	1869	Wyomissing, Pa.	10-9-19	2.73
85	Coplay	2305	York, Pa.	4-15-20	3.20
85	Dexter	1464-1569	York, Pa.	4-24-20	2.80
86	Hercules	20	Philadelphia, Pa.	8-22-17	2.76
87	Bath	P-253	Philadelphia, Pa.	8-16-17	3.12
92	Giant	P-988	Philadelphia, Pa.	12-15-19	2.86
92	Allent.	7965-1121	Philadelphia, Pa.	12-15-19	2.82
88	Hercules	636	Philadelphia, Pa.	12-13-19	3.12
88	Edison	G-85-1823	Philadelphia, Pa.	12-12-19	2.82
90	Vulcanite	5299	Philadelphia, Pa.	5-7-20	2.92
87	Penn Allen	2290-745	Philadelphia, Pa.	5-14-20	3.32
96	Nazareth	1784	Philadelphia, Pa.	4-9-20	2.75
96	Nazareth	1788	Philadelphia, Pa.	4-9-20	2.72
88	Alpha	P-179	Philadelphia, Pa.	4-23-20	2.92
92	Coplay	2310	Philadelphia, Pa.	4-23-20	3.42
98	Penna.	1175	Philadelphia, Pa.	4-23-20	2.72
86	Nazareth	1659	Philadelphia, Pa.	1-9-20	2.82
86	Hercules	995	Philadelphia, Pa.	1-8-20	2.78
98	Vulcanite	5292	Philadelphia, Pa.	4-29-20	2.72
90	Coplay	2312	Philadelphia, Pa.	4-29-20	3.42
103	Lehigh	6876	Camden, N.J.	3-6-20	2.74
103	Atlas	P-11327	Camden, N.J.	3-12-20	2.35
103	Dexter	1433-1550	Camden, N.J.	4-13-20	2.74
103	Coplay	2303	Camden, N.J.	4-16-20	3.14
103	Nazareth	1805	Camden, N.J.	4-22-20	3.04
106	Lawrence	2279	Elizabeth, N.J.	4-10-20	2.70
106	Lawrence	2300	Elizabeth, N.J.	4-12-20	3.30

CONTRACT REPORT AS OF JUNE 1st, 1920

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SHEET # 69

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
108	Atlas	L-10728	Hoboken, N.J.	10-10-19	2.72
108	Lawrence	1770	Hoboken, N.J.	10-2-19	2.62
110	Vulcanite	5107	Jersey City, N.J.	12-24-19	2.62
110	Atlas	L-10855	Jersey City, N.J.	12-24-19	2.35
110	Lehigh	6524	Jersey City, N.J.	12-29-19	2.79
110	Giant	N-1005	Jersey City, N.J.	12-26-19	2.62
112	Nazareth	1445	Newark, N.J.	9-20-19	2.81
113	Lawrence	1852	Newark, N.J.	9-26-19	2.66

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CONTRACT REPORT AS OF JUNE 1st, 1920 - Sheet # 70

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
114	Knicker.	777	Newark, N.J.	1-22-20	2.82
113	Atlas	NNJ-10905	Newark, N.J.	1-22-20	2.66
114	Dexter	378-1542	Newark, N.J.	4-14-20	3.01
114	Vulcanite	5262	Newark, N.J.	4-12-20	2.66
114	Vulcanite	5284	Newark, N.J.	4-21-20	2.66
115	Nazareth	1289	Passaic, N.J.	5-24-19	2.75
115	Atlas	L-10625	Passaic, N.J.	5-31-19	2.72
117	Vulcanite	5270	Pateradn, N.J.	4-15-20	2.72
117	Vulcanite	5281	Pateradn, N.J.	4-26-20	2.92
117	Edison	A-299-1821	Perth Amboy, N.J.	12-27-19	2.70
117	Edison	A-311-1847	Perth Amboy, N.J.	12-30-19	2.35
118	Atlas	NNJ-10928	Perth Amboy, N.J.	4-9-20	2.70
118	Penn Allen	2207-736	Perth Amboy, N.J.	4-12-20	2.90
118	Coplay	2299	Phillipsburg, N.J.	4-2-20	2.97
118	Alpha	CD-731	Phillipsburg, N.J.	4-5-20	2.50
118	Vulcanite	5067	Phillipsburg, N.J.	12-16-19	2.80
118	Alpha	CD-660	Phillipsburg, N.J.	12-26-19	2.57
120	Vulcanite	831	Salem, N.J.	1-5-20	2.74
120	Hercules	892	Salem, N.J.	1-13-20	2.86
120	Edison	A-288-1791	South River, N.J.	12-22-19	2.72
120	Edison	A-289-1792	South River, N.J.	12-22-19	2.74
120	Vulcanite	5198	Spring Lake, N.J.	1-23-20	2.82
120	Penna.	1052	Spring Lake, N.J.	1-23-20	2.47
122	Vulcanite	5247	Trenton, N.J.	3-24-20	2.72
122	Coplay	2296	Trenton, N.J.	3-27-20	3.12
123	Atlas	NNJ-10966	Weehawken, N.J.	1-8-20	2.72
123	Atlas	NNJ-10962	Weehawken, N.J.	1-2-20	2.62
124	Penn Allen	10-330-601	Woodbridge, N.J.	12-16-19	2.70
124	Atlas	L-10762	Woodbridge, N.J.	12-11-19	2.76

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
126	Lehigh	5599	Brockton, Mass.	9-10-19	2.92
126	Lehigh	5825	Brockton, Mass.	9-10-19	2.94
126	Atlas	B-10957	Brookline, Mass.	12-17-19	2.94
126	Atlas	B-10959	Brookline, Mass.	12-17-19	2.92
136	Bath	524	Somerville, Mass.	8-5-19	3.02
136	Bath	527	Somerville, Mass.	8-11-19	3.04
137	Lehigh	7082	Springfield, Mass.	5-3-20	3.48
137	Vulcanite	5304	Springfield, Mass.	5-6-20	3.08
136	Atlas	B-10741	Springfield, Mass.	5-14-20	2.86
137	Knicker.	760	Taunton, Mass.	1-12-20	2.65
137	Knicker.	697	Taunton, Mass.	1-6-20	2.94
140	Coplay	2302	Worcester, Mass.	4-14-20	3.32
140	PennAllen	2198-735	Worcester, Mass.	4-14-20	2.92
142	Edison	B-117-1931	Boston, Mass.	4-6-20	2.92
140	Lawrence	2256	Boston, Mass.	4-6-20	2.45
142	Lawrence	2295	Boston, Mass.	4-29-20	3.52
141	Knicker.	789	Boston, Mass.	4-29-20	2.92
141	Coplay	2311	Boston, Mass.	4-23-20	3.42
140	Lawrence	2251	Boston, Mass.	3-17-20	2.92
141	Allentown	8657-1315	Boston, Mass.	3-18-20	3.32
141	Knicker.	633	Boston, Mass.	12-22-19	3.02
140	Alpha	B-601	Boston, Mass.	12-23-19	2.92
143	Atlas	H-10663	Rutland, Vt.	11-21-19	2.45
143	Nazareth	1617	Rutland, Vt.	12-27-19	2.80
143	Atlas	H-10687-A	Rutland, Vt.	12-19-19	2.92
149	Lehigh	6265	Newport, R.I.	12-17-19	2.59
149	Atlas	B-10946	Newport, R.I.	12-15-19	2.94
149	Dexter	7557-1335	Newport, R.I.	1-8-20	2.94
149	Hercules	963	Newport, R.I.	1-21-20	2.97

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
153	PennAllen	9807-555	Bristol, Conn.	8-8-19	2.94
153	Edison	B-45-1533	Bristol, Conn.	8-2-19	2.97
181	Dexter	7581-1340	Waterbury, Conn.	1-2-20	2.92
181	Bath	639	Waterbury, Conn.	1-19-20	3.09
181	Alpha	B-507	Windsor Locks, Conn.	8-9-19	2.92
181	Alpha	B-505	Windsor Locks, Conn.	8-7-19	2.94
183	Vulcanite	5065	Wilmington, Del.	12-13-19	2.76
183	Vulcanite	803	Wilmington, Del.	12-22-19	2.90
184	Hercules	762	Washington, D.C.	12-27-19	2.84
185	Pennallen	10401-651	Washington, D.C.	12-27-19	2.81
184	Atlas	P-11231	Washington, D.C.	1-16-20	2.82
184	Alpha	DC-17	Washington, D.C.	1-12-20	2.81
185	Allentown	8540-1303	Washington, D.C.	4-7-20	2.81
185	Vulcanite	835	Washington, D.C.	4-26-20	2.82
188	Atlas	P-11384	Aberdeen, Md.	5-11-20	3.40
188	Atlas	P-11382	Aberdeen, Md.	5-4-20	3.00
188	Alpha	K-239	Baltimore, Md.	4-30-20	3.40
188	Atlas	P-11379	Baltimore, Md.	4-26-20	3.00
170	Edison	A-338-1887	Akron, Ohio	3-11-20	3.37
170	Nasareth	1775	Akron, Ohio	3-29-20	3.12
170	Edison	A-338-1925	Akron, Ohio	3-30-20	3.37
172	Penna.	1112	Cleveland, Ohio	3-2-20	2.72
172	Edison	A-349-1908	Cleveland, Ohio	3-19-20	3.22
172	Penna.	1141	Cleveland, Ohio	3-30-20	2.72
172	Edison	A-371-1948	Cleveland, Ohio	3-30-20	3.38
171	Edison	A-160-1628	Cleveland, Ohio	9-19-19	2.46
171	Edison	A-157-1626	Cleveland, Ohio	9-18-19	2.72
174	Allent.	8395-1284	Youngstown, Ohio	3-8-20	3.18
174	Allent.	8396-1285	Youngstown, Ohio	3-25-20	3.34

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
177	Atlas	P-11116	Emporia, Va.	12-24-19	2.95
177	Atlas	P-11029	Emporia, Va.	12-15-19	2.80
178	Atlas	1-22-20	Newport News, Va.	1-22-20	2.83
178	Atlas	P-10798A	Newport News, Va.	1-21-20	2.73
178	Atlas	P-10824	Norfolk, Va.	7-3-19	2.75
178	Alpha	80-72	Norfolk, Va.	7-23-19	2.73
178	Lawrence	2187	Norfolk, Va.	2-2-20	2.73
178	Atlas	P-11283	Norfolk, Va.	2-8-20	2.83
178	Atlas	P-11285	Norfolk, Va.	2-7-20	2.83
178	Atlas	P-11284	Norfolk, Va.	2-7-20	2.83
178	Edison	C-30-1720	Norfolk, Va.	12-2-19	2.91
178	Alpha	80-81	Norfolk, Va.	12-2-19	2.73
179	Lehigh	6672	Richmond, Va.	1-14-20	2.83
179	Lehigh	6680	Richmond, Va.	1-19-20	2.83
179	Dexter	1377-1430	Richmond, Va.	1-23-20	2.73
180	Lehigh	6783	Richmond, Va.	2-14-20	2.88
180	Atlas	P-11292	Richmond, Va.	2-17-20	2.83
180	Dexter	1412-1522	Richmond, Va.	3-23-20	2.83
180	Lehigh	6933	Richmond, Va.	3-20-20	2.88
180	Lehigh	7059	Richmond, Va.	4-28-20	3.08
180	Nazareth	1810	Richmond, Va.	5-4-20	3.48
180	Vulcanite	5296	Richmond, Va.	5-3-20	2.88
180	Atlas	P-11079	Richmond, Va.	12-19-19	4.88
180	Atlas	P-11080	Richmond, Va.	12-19-19	2.73
186	Atlas	8-10260	Burlington, N.C.	12-22-19	3.10
186	Giant	P-1044	Burlington, N.C.	12-31-19	3.08
186	Lehigh	6907	Charlotte, N.C.	3-8-20	3.27
186	Lehigh	6941	Charlotte, N.C.	3-18-20	3.34

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
187	Giant	P-976	Greensboro, N.C.	12-4-19	3.05
187	Giant	P-1002	Greensboro, N.C.	12-16-19	3.07
187	Giant	P-1020	Greensboro, N.C.	12-22-19	3.07
187	Atlas	P-11251	Greensboro, N.C.	1-21-20	3.17
187	Lehigh	8727	Greensboro, N.C.	1-22-20	3.17
187	Giant	P-1043	Kings Mt., N.C.	12-31-19	3.05
187	Giant	P-1033	Kings Mt., N.C.	12-27-19	3.17
188	Giant	P-1014	Wilson, N.C.	12-18-19	3.10
188	Atlas	P-11273	Wilson, N.C.	2-2-20	3.20
188	Atlas	P-11298	Wilson, N.C.	2-16-20	2.98
188	Giant	P-985	Winston-Salem, NC	12-11-19	3.17
188	Atlas	P-11198	Winston-Salem, NC	12-16-19	3.07
188	Giant	P-1045	Winston-Salem	12-31-19	3.05
189	Atlas	S-10227	Miami, Fla.	10-1-19	3.32
189	PennAllen	10057-581	Miami, Fla.	10-22-19	3.40
188	Lehigh	6888	Winston-Salem	2-27-20	3.27
188	Atlas	P-11329	Winston-Salem	3-1-20	3.17
188	Lehigh	7045	Winston-Salem	4-3-20	3.41

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PAGE IN BOOK	COMPANY.CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
4 Atlas	H-10643	Rutland, Vt. (2)	9-22-19	2.46
4 Nazareth	1617	Rutland, Vt. (3)	12-27-19	2.80
4 Atlas	H-10697- A	Rutland, Vt. (10)	12-19-19	2.92
13 Knicker	760	Taunton, Mass.	1-12-20	2.65
13 Giant	P-1053	Taunton, Mass.	1- 2-20	2.94
15 Lawrence	2258	Boston, Mass.	4-8- 20	2.95
16 Edison	B-116-1930	Boston, Mass.	4-8- 20	2.92
15 Dexter	990-1596	Boston, Mass.	6-15-20	3.52
16 Penna.	1185	Boston, Mass.	6-17-20	3.54
15 Coplay	2086	Boston, Mass.	4-17-20	3.32
16 Penna.	1171	Boston, Mass.	4-17-20	2.92
16 Lawrence	2253	Boston, Mass.	3-17-20	2.92
15 Allentown	8657-1315	Boston, Mass.	3-18-20	3.32
17 Lehigh	6265	Newport, R.I.	12-17-19	2.59
17 Vulcanite	5149	Newport, R.I.	12-31-19	2.94
23 Bath	639	Waterbury, Conn.	11-19-20	3.09
23 Nazareth	1744	Waterbury, Conn.	1-30-20	3.02
26 Lehigh	6136	Black Rock, N.Y.	12-15-19	2.78
26 Alpha	D-377	Black Rock, N.Y.	12-18-19	2.98
28 Hercules	777	Buffalo, N.Y.	1- 2-20	2.78
28 Lehigh	6448	Buffalo, N.Y.	1- 2-20	2.70
28 Coplay	2294	Buffalo, N.Y.	3-22-20	2.98
28 Penna.	1124	Buffalo, N.Y.	3-16-20	2.78
28 Lehigh	8925	Buffalo, N.Y.	3-22-20	2.84
29 Lawrence	1991	Corning, N.Y.	12-16-19	2.80
29 Atlas	H-10690	Corning, N.Y.	12-19-19	2.30
37 Atlas	SB- 10126	Mamaroneck, N.Y.	12-13-19	2.94
37 Lehigh	6586	Mamaroneck, N.Y.	12-31-19	2.59
39 Atlas	NY- 10791	Niagara Falls, N.Y.	3-8- 20	2.78
39 Lehigh	6902	Niagara Falls, N.Y.	3-18-20	2.84
39 Lehigh	6858	Niagara Falls, N.Y.	3- 1-20	2.78
39 Lehigh	6953	Niagara Falls, N.Y.	3-29-20	2.84

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
39	Lehigh	6080	No. Tonawanda, N.Y.	12-8-19	2.75
39	Hercules	967	No. Tonawanda, N.Y.	12-17-19	2.78
39	Lehigh	6495	Synack, N.Y.	12-30-19	2.65
39	Lehigh	6555	Synack, N.Y.	12-31-19	2.30
39	Lawrence	2294	Olean, N.Y.	4-20-20	2.98
39	Lawrence	2293	Olean, N.Y.	4-10-20	2.78
39	Lehigh	7010	Olean, N.Y.	4-3-20	3.04
40	Vulcanite	5244	Port Jervis, N.Y.	3-24-20	2.90
40	Atlas	NY-10786	Port Jervis, N.Y.	3-24-20	2.45
42	Alpha	D-454	Solvay, N.Y.	3- 2-20	2.47
42	Alpha	D-453	Solvay, N.Y.	3- 2-20	2.92
44	Vulcanite	5202	Syracuse, N.Y.	1-24-20	2.82
44	Alpha	D-474	Syracuse, N.Y.	1-25-20	2.92
48	Penna.	851	Brooklyn, N.Y.	9-22-19	2.68
51	Lehigh	5890	Brooklyn, N.Y.	9-17-19	2.65
50	Penna.	1189	Brooklyn, N.Y.	4-13-20	2.65
50	Dexter	1456-1553	Brooklyn, N.Y.	4-8-20	2.75
54	Nazareth	1679	Brooklyn, N.Y.	1-7-20	2.63
54	Alpha	M- 361	Brooklyn, N.Y.	1-5-20	2.90
54	Lawrence	1629	New York City	4-25-20	2.69
63	Penna.	700	New York City	4-19-19	2.65
54	Lawrence	2093	New York City	1-16-20	2.68
54	Nazareth	1712	New York City	1-16-20	2.88
54	Lawrence	2037	New York City	12-29-19	2.85
54	Alpha	M- 393	New York City	12-29-19	2.90
55	Alpha	M- 445	New York City	5- 3-20	2.95
60	Dexter	1475 -1583	New York City	5- 4-20	3.35
62	Penna.	1152	New York City	5- 6-20	2.65
55	Vulcanite	5306	New York City	5-11-20	2.95
63	Alpha	M- 447	New York City	5-12-20	2.95
63	Alpha	M- 448	New York City	5-12-20	3.35

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PAGE IN				DATE OF	
BOOK	COMPANY	CONTRACT	DELIVERY POINT	CONTRACT	PRICE
56	Atlas	MT-11262	New York City	3-20-20	2.65
56	Atlas	MT-11261	New York City	4-20-20	2.68
56	Penna	1173	New York City	4-21-20	2.65
64	Alpha	M-442	New York City	4-21-20	2.95
60	Vulcanite	5258	New York City	4-22-20	2.75
63	Lehigh	7048	New York City	4-22-20	2.95
65	Dexter	1472-1539	New York City	4-27-20	2.75
60	Atlas	MT-11285	New York City	7-19-20	3.35
64	Lehigh	7123	New York City	7-24-20	3.90
56	Edison	A-414-1973	New York City	7-24-20	3.75
56	Atlas	MT-11286	New York City	7-27-20	3.90
60	Lehigh	7126	New York City	7-29-20	3.90
57	Atlas	MT-11292 A	New York City	7-30-20	3.65
56	Lehigh	5861	New York City	7-30-20	2.68
56	Penna.	429	New York City	1-2-18	2.27
56	Atlas	M-10684	New York City	1-7-18	2.12
60	Atlas	MT-11295	New York City	8-6-20	3.90
61	Atlas	MT-11294	New York City	8-6-20	3.65
61	Atlas	MT-11296	New York City	8-9-20	3.65
62	Atlas	MT-11297	New York City	8-11-20	3.90
68	Atlas	P-11327	Camden, N.J.	3-12-20	2.35
68	Lehigh	6876	Camden, N. J.	3-6-20	2.74
68	Dexter	1433-1550	Camden, N.J.	4-13-20	2.74
68	Coplay	2303	Camden, N. J.	4-16-20	3.14
68	Nazareth	1805	Camden, N. J.	4-22-20	3.04
68	Atlas	NNJ-10934	Carteret, N.J.	6-9-20	3.30
68	Lehigh	7117	Carteret, N.J.	6-28-20	3.60
72	Lehigh	6524	Jersey City, N.J.	12-29-19	2.75
72	Giant	N-1005	Jersey City, N.J.	12-26-19	2.62
72	Edison	A-384-1938	Jersey City, N.J.	4-10-20	2.95
72	Atlas	NNJ-10927	Jersey City, N.J.	4-12-20	2.82
73	Nazareth	1366	Madison, N.J.	8-1-19	2.97
73	Atlas	L-10701	Madison, N.J.	8-14-19	2.72

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
75	Dexter	378-1542	Newark, N.J.	4-14-20	3.01
75	Lawrence	2290	Newark, N.J.	4-12-20	2.66
75	Vulcanite	5284	Newark, N.J.	4-21-20	2.86
76	Nazareth	5310	Passaic, N.J.	12-18-19	2.72
76	Lehigh	7101	Passaic, N.J.	12-31-19	3.12
77	Edison	A-263-1810	Perth Amboy, N.J.	12-26-19	2.70
77	Edison	A-311-1847	Perth Amboy, N.J.	12-30-19	2.35
79	Vulcanite	5247	Trenton, N.J.	3-24-20	2.72
79	Coplay	2296) 2297) 2298)	Trenton, N.J.	3-27-20	3.12
82	Lehigh	6906	Ambler, Pa.	4-12-20	2.72
82	Coplay	2304	Ambler, Pa.	4-8-20	3.12
83	Penn Allen	2659-760	Blairsville, Pa.	8-4-20	4.23
83	Penna.	1194	Blairsville, Pa.	8-17-20	3.88
84	Alpha	CD-737	Burnham, Pa.	4-23-20	3.12
84	Lehigh	7020	Burnham, Pa.	4-16-20	2.82
85	Dexter	1210-1279	Conshohocken, Pa.	10-11-19	2.75
85	Lehigh	5967	Conshohocken, Pa.	10-24-19	2.72
86	Coplay	2300	Easton, Pa.	4-2-20	2.97
86	Alpha	CD-730	Easton, Pa.	4-6-20	2.57
87	Alpha	D-425	Erie, Pa.	1-19-20	2.87
87	Nazareth	1721	Erie, Pa.	1-20-20	2.82
87	Dexter	1423-1598	Erie, Pa.	6-10-20	2.82
87	Dexter	1426-1599	Erie, Pa.	6-14-20	2.72
87	Atlas	P-10940	Frackville, Pa.	9-10-19	2.76
87	Lawrence	1842	Frackville, Pa.	9-9-19	2.74
88	Vulcanite	795	Harrisburg, Pa.	10-29-19	2.72
88	Phoenix	1158-669	Harrisburg, Pa.	10-16-19	2.78

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
90	Dexter	1445-1560	Lancaster, Pa.	4-20-20	2.74
90	Alpha	CD-742	Lancaster, Pa.	4-29-20	3.34
90	Dexter	1466-1584	Lancaster, Pa.	4-30-20	3.14
92	Lawrence	2172	Marcus Hook, Pa.	1-30-20	2.68
92	Alpha	P-168	Marcus Hook, Pa.	1-29-20	2.76
95	Penna.	900	Overbrook, Pa.	12-8-19	2.80
95	Hercules	513	Overbrook, Pa.	12-18-19	2.76
101	Nazareth	1529	Wilkes Barre, Pa.	12-15-19	2.78
101	Coplay	2114	Wilkes Barre, Pa.	12-17-19	2.72
102	Hercules	995	Philadelphia, Pa.	1-5-20	2.78
102	Lehigh	6589	Philadelphia, Pa.	1-7-20	2.72
104	Alpha	P-181	Philadelphia, Pa.	4-23-20	2.92
106	Coplay	2310	Philadelphia, Pa.	4-23-20	3.42
109	Penna.	1175	Philadelphia, Pa.	4-23-20	2.72
103	Lehigh	7037	Philadelphia, Pa.	4-17-20	2.92
109	Vulcanite	5266	Philadelphia, Pa.	4-13-20	2.72
104	Alpha	P-177	Philadelphia, Pa.	4-19-20	2.92
104	Penna.	1172	Philadelphia, Pa.	4-20-20	2.72
104	Alpha	P-182	Philadelphia, Pa.	4-30-20	3.32
109	Vulcanite	5292	Philadelphia, Pa.	4-29-20	2.72
104	Alpha	P-183	Philadelphia, Pa.	5-10-20	3.32
105	Vulcanite	5299	Philadelphia, Pa.	5-7-20	2.92
104	Penn Allen	2307-746	Philadelphia, Pa.	5-17-20	3.32
107	Allentown	8792-1330	Philadelphia, Pa.	5-20-20	3.52
104	Lehigh	5348	Philadelphia, Pa.	6-20-19	2.72
104	Penn Allen	9272-509	Philadelphia, Pa.	6-25-19	2.75
102	Nazareth	1814	Philadelphia, Pa.	6-18-20	3.52
103	Penn Allen	2485-754	Philadelphia, Pa.	6-28-20	3.62
110	Vulcanite	5320	Philadelphia, Pa.	6-16-20	3.32
102	Phoenix	646-588	Philadelphia, Pa.	7-17-19	2.72
107	Giant	P-843	Philadelphia, Pa.	7-15-19	2.45

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
106	Atlas	P-10823	Philadelphia, Pa.	7-3-19	2.72
108	Atlas	P-10856	Philadelphia, Pa.	7-5-19	2.35
108	Lawrence	1703	Philadelphia, Pa.	7-7-19	2.72
103	Penn Allen	2539-758	Philadelphia, Pa.	7-7-20	3.63
103	Lawrence	2326	Philadelphia, Pa.	7-2-20	3.62
103	Nazareth	1815	Philadelphia, Pa.	7-1-20	3.62
104	Penna.	1199	Philadelphia, Pa.	8-25-20	3.62
110	Atlas	P-12015	Philadelphia, Pa.	8-4-20	3.87
110	Atlas	P-12011	Philadelphia, Pa.	8-6-20	3.62
110	Atlas	P-12018	Philadelphia, Pa.	8-20-20	3.87
102	Lawrence	1837	Philadelphia, Pa.	8-22-19	2.62
104	Penna.	837	Philadelphia, Pa.	8-25-19	2.72
104	Coplay	2002	Philadelphia, Pa.	11-4-19	2.62
106	Heroules	611	Philadelphia, Pa.	11-4-19	2.72
104	Coplay	2033	Philadelphia, Pa.	12-4-19	2.62
105	Lehigh	6074	Philadelphia, Pa.	12-4-19	2.72
105	Coplay	2047	Philadelphia, Pa.	12-12-19	2.72
104	Heroules	636	Philadelphia, Pa.	12-13-19	3.12
106	Giant	P-988	Philadelphia, Pa.	12-15-19	2.66
105	Heroules	644	Philadelphia, Pa.	12-15-19	2.72
103	Heroules	675	Philadelphia, Pa.	12-18-19	2.72
104	Heroules	691	Philadelphia, Pa.	12-18-19	2.62
104	Atlas	P-11119	Philadelphia, Pa.	12-24-19	2.72
105	Penn Allen	10393-645	Philadelphia, Pa.	12-26-19	2.62
113	Atlas	P-11379	Baltimore, Md.	4-26-20	3.00
113	Alpha	K-238	Baltimore, Md.	4-28-20	3.50
113	Alpha	K-239	Baltimore, Md.	4-30-20	3.40
112	Atlas	P-10998	Baltimore, Md.	11-17-19	2.60
113	Nazareth	1533	Baltimore, Md.	11-17-19	3.02
115	Atlas	P-11231	Washington, D.C.	1-16-20	2.62
115	Vulcanite	833	Washington, D.C.	1-5-20	2.61

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PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
115	Heracles	762	Washington, D.C.	12-27-19	2.84
115	Vulcanite	812	Washington, D.C.	12-29-19	2.81
116	Atlas	P-11224	Newport News, Va.	1-22-20	2.83
116	Atlas	P-10798-A	Newport News, Va.	1-21-20	2.73
117	Alpha	80-83	Norfolk, Va.	2-3-20	2.73
117	Atlas	P-11284	Norfolk, Va.	2-7-20	2.83
118	Lehigh	6681	Richmond, Va.	1-19-20	2.83
118	Dexter	1354-1408	Richmond, Va.	1-12-20	2.73
118	Atlas	P-11079	Richmond, Va.	12-19-19	4.88
118	Atlas	P-11080	Richmond, Va.	12-19-19	2.73
118	Lehigh	7009	Richmond, Va.	4-10-20	2.88
118	Lehigh	7059	Richmond, Va.	4-28-20	3.08
124	Edison	A-160-1628	Cleveland, O.	9-19-19	2.46
124	Alpha	C-466	Cleveland, O.	9-26-19	2.72
124	Edison	A-349-1908	Cleveland, O.	3-19-20	3.22
124	Penna.	1142	Cleveland, O.	3-30-20	2.72
124	Edison	A-371-1948	Cleveland, O.	3-30-20	3.38
125	Allen.	8352-1276	Youngstown, O.	3-8-20	3.18
125	Allen.	8396-1285	Youngstown, O.	3-25-20	3.34
126	Atlas	S-10260	Burlington, N.C.	12-22-19	3.10
126	Giant	P-1044	Burlington, N.C.	12-31-19	3.08
126	Atlas	P-11243	Gastonia, N.C.	7-28-20	3.67
126	Atlas	P-12003	Gastonia, N.C.	7-14-20	4.42
126	Giant	P-976	Greensboro, N.C.	12-4-19	3.05
126	Giant	P-1002	Greensboro, N.C.	12-18-19	3.07

CONTRACT REPORT AS OF DECEMBER 1st, 1920

SHEET # 82

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
2	Atlas	H-10621	Rutland, Vt.	8-17-19	2.80
2	Atlas	H-10697A	Rutland, Vt.	12-19-19	2.92
18	Coplay	2197	Lockport, N.Y.	12-29-19	2.78
18	Lehigh	6947	Lockport, N.Y.	3-20-20	2.84
20	Atlas	H-10661	Niagara Falls, N.Y.	11-13-19	2.78
20	Lehigh	6953	Niagara Falls, N.Y.	3-29-20	2.84
20	Vulcanite	5244	Pt. Jervis, N.Y.	3-24-20	2.80
20	Atlas	NY-10786	Pt. Jervis, N.Y.	3-24-20	2.65
22	Vulcanite	5202	Syracuse, N.Y.	1-24-20	2.82
22	Alpha	D-474	Syracuse, N.Y.	1-26-20	2.92
22	Alpha	D-475	Syracuse, N.Y.	1-26-20	2.96
24	Alpha	H-312	Brooklyn, N.Y.	8-2-19	2.65
24	Penna.	851	Brooklyn, N.Y.	9-22-19	2.68
28	Lawrence	1629	New York City	4-23-19	2.68
30	Lawrence	1649	New York City	4-30-19	2.65
28	Lawrence	2093	New York City	1-16-20	2.68
29	Nazareth	1712	New York City	8-16-20	2.65
29	Atlas	NY-11261	New York City	4-20-20	2.68
29	Penna.	1157	New York City	4-13-20	2.65
36	Lawrence	1846	Bayway, N. J.	9-19-19	2.72
26	Lawrence	1918	Bayway, N. J.	11-26-19	2.70
39	Vulcanite	5346	Jersey City, N.J.	9-13-20	3.88
39	Vulcanite	5356	Jersey City, N.J.	10-1-20	3.89
42	Penna.	1055	Ridgefield Pk., N.J.	1-23-20	2.72
42	Atlas	L-10797	Ridgefield, Pk., N.J.	12-15-19	2.76
43	Penna.	1110	Woodridge, N.J.	2-19-20	2.76
43	Penna.	1020	Woodridge, N.J.	1-13-20	2.70
47	Bath	562	Conshohocken, Pa.	10-2-19	2.82
47	Dexter	1210-1279	Conshohocken, Pa.	10-11-19	2.75
47	Lehigh	5967	Conshohocken, Pa.	10-24-19	2.72
48	Atlas	P-10940	Frackville, Pa.	9-10-19	2.76
48	Lawrence	1842	Frackville, Pa.	9-9-19	2.74

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SHEET # 83

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
50	Hazareth	1724	Kingston, Pa.	1-21-20	2.72
50	Atlas	P-11335	Kingston, Pa.	3-8-20	2.70
55	Penna.	1174	Scranton, Pa.	4-23-20	2.72
55	Lehigh	6999	Scranton, Pa.	4-12-20	2.78
59	Penn Allen	2539-758	Philadelphia, Pa.	7-7-20	3.63
59	Lawrence	2326	Philadelphia, Pa.	7-2-20	3.62
67	Vulcanite	533	Washington, D.C.	1-5-20	2.81
67	Atlas	P-11231	Washington, D.C.	1-16-20	2.82
67	Coplay	2221	Washington, D.C.	12-19-19	2.81
67	Hercules	762	Washington, D.C.	12-27-19	2.84
67	Alpha	D.C. 18	Washington, D.C.	1-26-20	2.81
67	Lehigh	6771	Washington, D.C.	2-16-20	2.82
67	Atlas	P-11295	Washington, D.C.	2-16-20	2.82
67	Atlas	P-11345	Washington, D.C.	3-13-20	2.82
67	Allentown	8540-1303	Washington, D.C.	4-7-20	2.81
70	Dexter	1463-1582	Richmond, Va.	5-1-20	3.28
70	Hazareth	1810	Richmond, Va.	5-4-20	3.48
70	Vulcanite	5296	Richmond, Va.	5-3-20	2.88
70	Atlas	P-11391	Richmond, Va.	6-10-20	3.48
74	Penna.	1115	Cleveland, O.	3-2-20	2.72
74	Edison	A-349-1908	Cleveland, O.	3-19-20	3.22
74	Edison	A-371-1948	Cleveland, O.	3-30-20	3.38
74	Penna.	1140	Cleveland, O.	3-30-20	2.72
75	Atlas	B-10260	Burlington, W.C.	12-22-19	3.10
75	Giant	P-1044	Burlington, W.C.	12-31-19	3.08
63	Atlas	P-12015	Philadelphia, Pa.	8-4-20	3.87
63	Atlas	P-12010	Philadelphia, Pa.	8-6-20	3.62
63	Atlas	P-12018	Philadelphia, Pa.	8-20-20	3.87
63	Penna.	1188	Philadelphia, Pa.	9-14-20	3.78
63	Vulcanite	5352	Philadelphia, Pa.	9-22-20	4.03

#4 CONTRACT REPORT AS OF MARCH 31st, 1921

SHEET # 84

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
3	Knicker.	871	Springfield, Mass.	3-14-21	3.71
3	Alpha	B-703	Springfield, Mass.	3-19-21	3.70
4	Alpha	US4	Newport, R. I.	3-21-21	3.39
4	Vulcanite	5400	Newport, R. I.	3-23-21	3.82
16	Lehigh	7174	New York City	1-8-21	3.70
16	Atlas	MT-11335	New York City	1-15-21	3.40
15	Penna.	1237	New York City	1-20-21	3.70
15	Penna.	1246	New York City	1-26-21	3.40
13	Edison	AS-511-5	Brooklyn, N. Y.	3-9-21	3.40
14	Atlas	MT-11344	New York City	3-9-21	3.43 3
15	Vulcanite	5288	New York City	4-22-20	2.75
16	Lehigh	7048	New York City	4-22-20	2.95
15	Knicker.	853	New York City	4-29-20	2.65
15	Atlas	MT-11285	New York City	7-19-20	3.35
14	Atlas	MT-11291	New York City	7-30-20	3.90
15	Atlas	MT-11292A	New York City	7-30-20	3.65
16	Atlas	MT-11297	New York City	8-11-20	3.90
15	Vulcanite	5100	New York City	12-20-19	2.65
15	Giant	N-1006	New York City	12-26-19	3.15
15	Alpha	N-393	New York City	12-29-19	2.90
15	Vulcanite	5355	New York City	10-1-20	4.05
15	Atlas	MT-11319	New York City	10-11-20	3.90
16	Penna.	1229	New York City	11-5-20	3.90
15	Atlas	MT-11328	New York City	11-9-20	3.93
15	Atlas	MT-11325	New York City	11-9-20	3.90
15	Atlas	MT-11318	New York City	11-12-20	3.90
17	Coplay	2327	New York City	11-17-20	4.05
15	Lehigh	7165	New York City	11-29-20	3.90
19	Bath	659	Freneau, N. J.	4-5-20	3.52
19	Lawrence	2273	Freneau, N. J.	4-12-20	2.82
19	Edison	C-106-1945	Mullica Hill, N.J.	4-13-20	3.43
20	Vulcanite	5275	Mullica Hill, N.J.	4-16-20	2.84

or CONTRACT REPORT AS OF MARCH 1st, 1921

SHEET # 85

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
23	Bath	562	Conshohocken, Pa.	10-2-19	2.82
23	Dexter	1210-1279	Conshohocken, Pa.	10-11-19	2.75
23	Lehigh	5967	Conshohocken, Pa.	10-24-19	2.72
25	Lehigh	7271	Kingston, Pa.	3-17-21	3.53
25	Nazareth	1840	Kingston, Pa.	3-25-21	3.59
28	Penn Allen	2539-758	Philadelphia, Pa.	7-7-20	3.63
30	Atlas	P-12000	Philadelphia, Pa.	7-14-20	3.62
28	Atlas	P-11393	Philadelphia, Pa.	6-15-20	3.32
28	Nazareth	1814	Philadelphia, Pa.	6-18-20	3.52
28	Vulcanite	5377	Philadelphia, Pa.	1-3-21	3.51
28	Bath	686	Philadelphia, Pa.	1-3-21	3.79
28	Coplay	2326	Philadelphia, Pa.	11-15-20	4.23
28	Penn Allen	3105-769	Philadelphia, Pa.	11-23-20	4.03
29	Coplay	2349	Philadelphia, Pa.	3-15-21	3.53
29	Lawrence	2359	Philadelphia, Pa.	3-18-21	3.63
29	Coplay	2348	Philadelphia, Pa.	3-10-21	3.63
30	Lehigh	7258	Philadelphia, Pa.	3-11-21	3.53
32	Atlas	P-11379	Baltimore, Md.	4-26-20	3.00
32	Alpha	K-238	Baltimore, Md.	4-28-20	3.50
32	Lehigh	7189	Baltimore, Md.	2-3-21	3.63
32	Alpha	K-244	Baltimore, Md.	2-3-21	3.48
32	Lehigh	7189	Baltimore, Md.	2-3-21	3.63
32	Alpha	K-244	Baltimore, Md.	2-3-21	3.48
33	Coplay	2221	Washington, D.C.	12-19-19	2.81
33	Haroules	762	Washington, D.C.	12-27-19	2.84
33	Atlas	P-11231	Washington, D.C.	1-16-20	2.82
33	Atlas	P-12055	Washington, D.C.	1-28-21	3.67
33	Lehigh	7204	Washington, D.C.	1-29-21	3.48
33	Atlas	P-11345A	Washington, D.C.	11-20-20	3.57
33	Lehigh	7158	Washington, D.C.	11-27-20	4.17

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26 CONTRACT REPORT AS OF MARCH 1st, 1921

SHEET # 86

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
34	Dexter	1463-1582	Richmond, Va.	5-1-20	3.28
34	Nazareth	1810	Richmond, Va.	5-4-20	3.48
36	Atlas	P-12064	Durham, N. C.	3-12-21	4.11
36	Alpha	80-90	Durham, N. C.	3-18-21	3.36
36	Atlas	P-12067	Durham, N. C.	3-21-21	4.11

CONTRACT REPORT AS OF JUNE 30th, 1921

SHEET # 87

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
3	Knickerbocker	871	Springfield, Mass.	3-14-21	3.71
4	Alpha	B-702	Springfield, Mass.	3-19-21	3.70
5	Coplay	2341	Boston, Mass.	1-14-21	4.06
5	Atlas	B-11155	Boston, Mass.	1-14-21	4.07
7	Alpha	B-549	Hartford, Conn.	12-8-19	2.97
7	Coplay	2063	Hartford, Conn.	12-17-19	2.94
10	Alpha	D-518	Buffalo, N. Y.	3-28-21	3.41
10	Alpha	D-517	Buffalo, N. Y.	3-28-21	2.81
16	Atlas	HV-10010	Poughkeepsie, N.Y.	4-14-21	2.80
16	Atlas	HV-10011	Poughkeepsie, N.Y.	4-15-21	2.83
16	Vulcanite	5371	Rochester, N.Y.	12-15-20	3.72
16	Giant	P-1116	Rochester, N.Y.	1-15-21	3.67
17	Vulcanite	5406	Syracuse, N.Y.	4-4-21	2.94
17	Alpha	D-532	Syracuse, N.Y.	5-18-21	2.67
17	Alpha	D-533	Syracuse, N.Y.	5-23-21	2.94
23	Coplay	2350	New York City	3-8-21	3.40
20	Atlas	MT-11344	New York City	3-9-21	3.43 ⁴³
22	Atlas	MT-11335	New York City	1-15-21	3.40
22	Hazareth	1831	New York City	1-17-21	3.70
24	Atlas	MT-11312	Long Island City	9-21-20	3.99
20	Atlas	MT-11308	New York City	9-22-20	3.90
19	Atlas	MT-11322	New York City	11-9-20	3.90
21	Atlas	MT-11328	New York City	11-9-20	3.93
20	Atlas	MT-11291	New York City	7-30-20	3.90
21	Atlas	MT-11292A	New York City	7-30-20	3.65
23	Atlas	MT-11193	New York City	12-22-19	2.65
21	Alpha	N-393	New York City	12-29-19	2.90
25	Dexter	354-1418	Bayonne, N.J.	1-23-20	2.62
25	Hazareth	1727	Bayonne, N.J.	1-24-20	2.65
27	Edison	C-106-1945	Mullica Hill, N.J.	4-13-20	3.43
27	Vulcanite	5275	Mullica Hill, N.J.	4-16-20	2.84

CONTRACT REPORT AS OF JUNE 30th, 1921

SHEET # 88

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
28	Vulcanite	5426	Passaic, N.J.	5-19-21	2.93
28	Edison	AS-550-40	Passaic, N.J.	5-31-21	1.99
28	Atlas	NHJ-10968	Roselle, N.J.	3-22-21	2.78
28	Giant	P-1151	Roselle, N.J.	4-8-21	2.93
29	Lehigh	7230	Tenafly, N.J.	2-23-21	3.61
29	Edison	AS-508-7	Tenafly, N.J.	3-1-21	2.86
30	Alpha	CD-762	Altoona, Pa.	3-30-21	2.75
30	Alpha	CD-768	Altoona, Pa.	4-28-21	2.77
31	Bath	562	Conahohocken, Pa.	10-2-19	2.82
31	Dexter	1210-1279	Conahohocken, Pa.	10-11-19	2.75
31	Lehigh	5967	Conahohocken, Pa.	10-24-19	2.72
31	Bath	711	Easton, Pa.	3-29-21	2.78
32	Vulcanite	5414	Easton, Pa.	4-11-21	2.69
32	Atlas	CTR-12024	Harrisburg, Pa.	1-25-21	3.73
32	Atlas	CTR-12025	Harrisburg, Pa.	1-25-21	3.37
33	Atlas	CTR-12026	Harrisburg, Pa.	1-25-21	3.37
33	Atlas	CTR-12027	Harrisburg, Pa.	1-25-21	3.73
33	Lehigh	7271	Kingston, Pa.	3-17-21	3.53
33	Nazareth	1840	Kingston, Pa.	3-25-21	3.59
35	Dexter	1518-1637	Reading, Pa.	6-10-21	2.93
35	Lawrence	2401	Reading, Pa.	6-24-21	2.94
36	Nazareth	1848	Scranton, Pa.	4-9-21	2.93
36	Nazareth	1847	Scranton, Pa.	4-9-21	2.99
39	Coplay	2348	Philadelphia, Pa.	3-10-21	3.63
40	Lehigh	7258	Philadelphia, Pa.	3-11-21	3.53
39	Coplay	2349	Philadelphia, Pa.	3-15-21	3.53
39	Lawrence	2359	Philadelphia, Pa.	3-18-21	3.63
39	Phoenix	2832-792	Philadelphia, Pa.	5-20-21	2.93
39	Coplay	2372	Philadelphia, Pa.	5-24-21	3.03
40	Vulcanite	5431	Philadelphia, Pa.	5-24-21	2.93
39	Coplay	2376	Philadelphia, Pa.	5-25-21	3.03
40	Coplay	2374	Philadelphia, Pa.	5-25-21	2.93

CONTRACT REPORT AS OF JUNE 30th, 192189
SHEET #

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
38	Nazareth	1853	Philadelphia, Pa.	6-6-21	2.93
38	Coplay	2378	Philadelphia, Pa.	6-7-21	3.03
38	Dexter	1517-1636	Philadelphia, Pa.	6-10-21	2.93
40	Lehigh	7518	Philadelphia, Pa.	6-16-21	3.03
40	Nazareth	1854	Philadelphia, Pa.	6-20-21	2.93
38	Lehigh	7417	Philadelphia, Pa.	5-11-21	2.93
39	Edison	CS-49-38	Philadelphia, Pa.	5-16-21	1.99
39	Edison	CS-48-37	Philadelphia, Pa.	5-16-21	1.99
39	PennAllen	3712-803	Philadelphia, Pa.	5-16-21	2.93
40	Vulcanite	5321	Philadelphia, Pa.	6-16-20	3.32
38	Nazareth	1814	Philadelphia, Pa.	6-18-20	3.52
38	PennAllen	2485-754	Philadelphia, Pa.	6-28-20	3.62
38	PennAllen	2539-758	Philadelphia, Pa.	7-7-20	3.63
40	Atlas	P-12001	Philadelphia, Pa.	7-14-20	3.62
40	Atlas	P-12015	Philadelphia, Pa.	8-4-20	3.87
40	Atlas	P-12010	Philadelphia, Pa.	8-6-20	3.62
40	Penna.	1214	Philadelphia, Pa.	9-14-20	3.78
40	Vulcanite	5352	Philadelphia, Pa.	9-22-20	4.03
38	Phoenix	2304-774	Philadelphia, Pa.	10-25-20	4.03
39	Phoenix	2313-776	Philadelphia, Pa.	10-29-20	3.53
39	Phoenix	2314-777	Philadelphia, Pa.	11-1-20	3.53
39	Coplay	2325	Philadelphia, Pa.	11-10-20	4.23
39	Coplay	2326	Philadelphia, Pa.	11-15-20	4.23
38	Penn Allen	3105-769	Philadelphia, Pa.	11-23-20	4.03
38	Dexter	2-1623	Philadelphia, Pa.	11-30-20	
40	Atlas	P-12045	Philadelphia, Pa.	12-17-20	3.79
39	Coplay	2338	Philadelphia, Pa.	12-29-20	3.99
38	Vulcanite	5377	Philadelphia, Pa.	1-3-21	3.51
38	Bath	686	Philadelphia, Pa.	1-3-21	3.79
40	Atlas	P-12053	Philadelphia, Pa.	1-25-21	3.79
39	Giant	P-1125	Philadelphia, Pa.	1-29-21	3.73
38	Penn Allen	3188-774	Philadelphia, Pa.	2-1-21	3.53
43	Hercules	1014	Baltimore, Md.	2-2-21	3.48
42	Lehigh	7189	Baltimore, Md.	2-3-21	3.63
43	Alpha	K-244	Baltimore, Md.	2-3-21	3.48

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CONTRACT REPORT AS OF JUNE 30th, 1921

SHEET # 90

PAGE IN BOOK	COMPANY	CONTRACT	DELIVERY POINT	DATE OF CONTRACT	PRICE
42	Atlas	P-11379	Baltimore, Md.	4-26-20	3.00
43	Alpha	K-238	Baltimore, Md.	4-28-20	3.50
45	Atlas	P-12087	Norfolk, Va.	5-16-21	3.07
45	Behigh	7451	Norfolk, Va.	5-25-21	3.04
46	Dexter	1463-1582	Richmond, Va.	5-1-20	3.28
45	Nazareth	1810	Richmond, Va.	5-4-20	3.48
48	Atlas	CTR-12046	Wheeling, W. Va.	3-23-21	3.39
48	Alpha	VA-170	Wheeling, W. Va.	3-24-21	3.27
49	Giant	P-1163	Whiteville, N.C.	5-11-21	3.56
49	Atlas	P-12086	Whiteville, N.C.	5-12-21	3.55

[fol. 2835]

DEF'TS' Ex. No. D-642

Western Union Telegram

October 19, 1916.

Lehigh Portland Cement Co., 30 E. 42nd St., New York, N. Y.:

Effective immediately dollars fifteen Lehigh Valley dollar twenty-five Hudson. Advise salesmen.

Lehigh Portland Cement Co.

[fol. 2835½]

DEF'TS' Ex. No. D-643

Giant Portland Cement Company

Philadelphia, Pennsylvania

October 20th, 1916.

Mr. S. N. Peters:

Effective at once, in quoting prices, please make same on the following mill bases:

Lehigh Valley	\$1.15	net dealer.
Hudson River	1.25	" "
Universal	1.20	" "
Fordwick	1.25	" "
Union Bridge	1.25	" "

In figuring Baltimore, Md. use a minimum freight rate from Union Bridge of 15c, or minimum price to dealer in Baltimore, \$1.80 cloth f. o. b. cars.

Yours truly, R. E. Griffith, Vice President.

[fol. 2836]

DEF'TS' Ex. No. D-644

The Atlas Portland Cement Co.

Philadelphia

For the attention of Mr. D. H. MacFarland.

Philadelphia, 10/20/16.

With reference to phone conversation of even date The Maryland Lime & Cement Co. of this city rec'd a quotation today from The Lehigh Port Cement Co. quoting price of \$1.80 per Bbl. in Cloth Bags, F. O. B. cars Balto. Md. Above information from a very reliable source.

Yours very truly, L. V. Costello.

1710

[fol. 2836½]

DEF'TS' Ex. No. D-645

The Atlas Portland Cement Co.

New York

For the attention of Mr. C. A. Kimball.
(Copy to Mr. MacFarland.)

New York, October 20, 1916.

Messrs. Rafael del Castillo & Co., advised me at 2:30 P. M. today that the Lehigh Portland Cement Company had quoted them price of \$1.57 per barrel f. o. b. cars Jersey City, and \$1.70 per barrel delivered alongside steamer New York Harbor.

Yours very truly, A. L. Stark.

[fol. 2837]

DEF'TS' Ex. No. D-646

October 20, 1916.

Superseding general price memorandum of April 5th, the prices for your territory, effective today, are as follows:

Westchester & Putnam Counties, N. Y.; Long Island, N. Y. (from Northampton); Connecticut (West of the Connecticut River), \$1.15 in bulk Noh, or \$1.25 in bulk Hudson.

Prices for Staten Island points where delivery by water can be made, are to be \$1.77 per barrel delivered f. o. b. cars same as price for water delivery with a minimum of \$1.10 Northampton.

Prices for delivery by water, New York Harbor, within lighterage limits to be \$1.77 per bbl. alongside, subject to water delivery schedule dated August 19, 1915—in 1,000 barrel lots.

Prices for delivery alongside Staten Island to be \$1.77 per barrel delivered in 1,000 barrel lots.

Prices for delivery alongside or f. o. b. cars Hudson River points from Spuyten Duyvil north to be \$1.77 per barrel delivered—shipment from Hudson.

[fol. 2837½] Before quoting for delivery by truck, bring up for consideration.

For extended delivery other than New York City, \$1.15 in bulk Northampton, or \$1.25 in bulk Hudson.

For extended delivery in New York City, bring up all inquiries for special consideration.

For all points where there are two or more railroad deliveries taking different freight rates, prices based on the lowest freight rate shall be quoted for all deliveries, provided a bulk of not less than \$1.05 Northampton or \$1.15 Hudson, can be protected in making the delivery taking the highest rate.

Freight shall be figured at 380 lbs. on cement in bags and 400 lbs. in cooperage; fractions less than one-half cent ($\frac{1}{2}c$) to be dropped and one cent (1c) added for fractions of one-half cent ($\frac{1}{2}c$) or more.

Freight rates used in making rail prices are to be those shown in printed Association books.

For packages add to bulk price 40c per bbl. if packed in cloth, 10c per bbl. in cooperage, 12c per bbl. in paper.

Cloth bags are redeemable at 10c each.

Quotations to others than dealers and U. S. Government to be 5c per bbl. higher than dealer's price.

Kindly issue quotations today to all concerns at these prices, for prompt acceptance, and shipment within fifteen (15) days after date of order.

Yours very truly, C. A. K.

[fol. 2838]

DEF'TS' Ex. No. D-647

October 20, 1916.

The Atlas Portland Cement Co., Boston, Mass.:

Confirming telephone instructions today, prices to dealers in your territory, effective immediately, are to be figured on basis of \$1.15 bulk Northampton or \$1.25 bulk Hudson. Prices to all others to be 5c per barrel higher except that dealers' prices may be quoted to the U. S. Government.

Quotations are to be issued today to concerns on your mailing list, for prompt acceptance and shipment within 15 days after date of order.

These prices effective until further notice.

Yours very truly, — — —. SAP-MW.

DEF'TS' Ex. No. D-648

The Atlas Portland Cement Co.

New York

Memorandum

Nov. 13, 1916.

Philadelphia office told me over phone today that Robert Patterson Sons, dealers in Philadelphia, had received Lehigh quotation dated Nov. 11th, advancing their price 10c.

L. G. M.

1712

[fol. 2839]

DEF'TS' Ex. No. D-649

Telegram

Boston, Mass., 10:29 A. M., Nov. 13, 1916.

Atlas Portland Cement Co., 30 Broad Street, New York:

Kimball Lehigh quotations dated November eleventh issued from Penna office fifteen days shipment immediate acceptance are based on claw Boston confirmed by us at three different points as being centaury per bbl advance paper bags cephalopod per bbl less.

The Atlas Portland Cement Co.

NOTE.—Centaury=10c; Cephalopod=25c.

[fol. 2839½]

DEF'TS' Ex. No. D-650

Boston Office, Nov. 13, 1916.

Confirming advice given you over phone today—your prices effective today are advanced 10c per barrel, making your basing prices to dealers \$1.35 Hudson—\$1.25 Northampton—the usual differential being observed when quotations are issued to contractors or consumers. Any prices made for delivery by water are also advanced 10c per barrel. A full issue of dealers' quotations are to be sent out to all territory affected by this change in price.

As verbally instructed, we do not want to extend any quotations at the old price, or actively solicit any business on outstanding quotations, which are to be revised to the new basis as soon as they have expired. In issuing quotations for extended delivery on the new basis, the time for acceptance is to be kept down to the minimum—not to exceed 5 days where contract is awarded—and 7 days for figuring purposes, unless there are some special cases where a trade position warrants giving a quotation for figuring beyond 7 days, when the quotation may be issued for a period not exceeding 15 days. Please do not issue any quotations for large quantities without first taking the matter up.

[fol. 2840] This increase of 10¢ per barrel also automatically increases your Stockton Springs base. However, we do not want any quotations made on basis of Stockton Springs, on quantities of any size, where the actual shipments would net us less than \$1.15 Northampton—\$1.25 Hudson, unless there are some very exceptional reasons for doing this, and in these cases we would like to have each one taken up before we are committed. In any event, we do not want to make these absorptions on basis of Stockton Springs, on any sizeable quantities, unless there is some real trade position involved.

Effective at once, your paper price is also advanced 13¢ per barrel—now making the price for shipment in paper 25¢ per barrel less than the price in cloth; in other words, you are to figure the

value of the paper package at 15¢ per barrel in building up prices, instead of 12¢ as heretofore.

Yours very truly, — — —. FBM-MH.

[fol. 2840½]

DEF'TS' Ex. No. D-651

Re Frymier & Hanna, 25 West 42nd St., N. Y. C.

Nov. 21st, 1916.

Coplay Cement Mfg. Company, Philadelphia, Pa.

Attention of Mr. Dutton

DEAR SIR: Mr. W. W. Bale met Mr. Hanna of the above concern today and he offered contract for 5,000 bbls. for use in Reformatory at New Hampton, N. Y., at the \$1.20 mill base or \$1.92 per bbl. f. o. b. cars New Hampton, N. Y. He also stated that he had several quotations for this job, one of which was from the Pennsylvania Cement Company which expires November 25th. As this job is in territory handled by your office, it is possible that you have already covered same with quotation.

Kindly 'phone this office on the 22nd instant advising us if you desire to enter into this arrangement.

Yours very truly, Coplay Cement Mfg. Co., per — — —.

Mr. Dutton advised by phone, 11-22-16 A. M., that it was O. K. to accept on \$1.20 mill base.

[fol. 2841]

DEF'TS' Ex. No. D-652

Telegram

Jan. 12, 1917.

To Mr. L. E. Browning, 436 Potomac Ave., Buffalo, N. Y.:

Effective immediately dollar thirty five Lehigh Valley, dollar forty five Hudson, Universal unchanged.

Lehigh Portland Cement Co.

January 15, 1917.

Superseding price memoranda of Nov. 13th and 23rd—prices for your territory, effective today, are as follows:

Vermont	\$1.35	bulk Noh. or	\$1.45	bulk Hudson.
New York (except Putnam and Westchester Counties, New York City and Long Island).	\$1.35	bulk Noh/ or	\$1.45	bulk Hud.
	\$1.35	bulk Universal, Pa., subject to min. of \$1.00 Noh/ or \$1.10 Hud.		
	\$1.45	bulk Catskill (the largest difference we will have to absorb is 18¢ per barrel).		
	\$1.55	bulk Hud. for points on the Albany Southern R. R. in small lots. Points on the Hudson River to be quoted f. o. b. cars same price as established price for delivery by water except where the rail price figures lower.		
[fol. 2842] New Jersey	\$1.35	bulk Northampton.		
Pennsylvania (west of and including McKean, Cameron, Clearfield, Blair and Bedford Counties).	\$1.35	bulk Northampton.		
	\$1.35	bulk Universal, Pa., min. of 1.00 Noh.		
	\$1.45	bulk Union Bridge, Md., Min. 1.00 Noh.		
West Virginia	\$1.45	bulk Fordwick, Va., min. 1.00 Noh.		

Minimum freight rate from Universal to Pittsburgh and Allegheny, or other points taking rate of 60¢ per ton or less will be 11¢ per bbl.

See paragraph at end of memorandum regarding prices to consumers, etc.

Texas	\$2.00	in cloth f. o. b. dock Houston Texas and Galveston, Tex. for local consumption.
	\$2.15	in cloth f. o. b. dock Beaumont, Port Arthur, Orange. Prices to others than dealers, 10¢ higher than to dealers.

North Carolina, Virginia.....	\$1.70	bulk Washington, Newbern, Elizabeth City, Edenton, Belhaven, Hartford, Morehead City, Beaufort and points similarly situated, subject to min. of 95¢ bulk Noh.—for local use.
	\$1.35	bulk Noh.
	\$1.70	bulk Wilmington, N. C.
	\$1.40	bulk Kingsport—min .95 Noh.
	\$1.40	bulk Richard City, min .95 Noh.
	\$1.35	bulk Univ. min. \$1.00 Noh.
	\$1.45	bulk Fordwick or Union Bridge min. 1.00 Noh.
South Carolina, Georgia.....	\$1.70	bulk Charleston, S. C., Brunswick, Ga., Savannah, Ga.
	\$1.40	bulk Richard City or Kingsport, subject to min. .95¢ Noh.
	\$1.45	bulk Fordwick or Union Bridge, subject to min. 1.00.
Florida	\$1.70	bulk Jacksonville, Fla.
	\$2.35	in cloth Key West for local use.
	\$1.40	bulk Richard City or Kingsport, Min/ 95 Noh.

[fol. 2843]

To points where freight rate of \$1.00 per ton from Jacksonville to Tampa plus rate from Tampa to destination is less than through rate from Jacksonville to destination, the combination rate is used in figuring prices.

Water prices to be quoted in accordance with freight schedule dated August 19th, 1915.

Freight rates used in making prices are to be those printed in Association books for such territory that these books cover.

Freight shall be figured at 380 pounds per barrel on cement in bags and 400 pounds per barrel in cooperage; fractions of less than one-half cent to be dropped and one cent added from fractions of one-half cent or more.

For packages add to bulk 40¢ per barrel if packed in cloth, 45¢ per barrel in cooperage, and 15¢ per barrel in paper.

Cloth bags redeemable at 10¢ each.

For points where there are two or more railroad deliveries taking different freight rates, prices figured on lower rate shall be quoted

for all deliveries provided we do not reduce our established mill base more than 10¢ per barrel in so doing.

Quotations to dealers in Erie, Crawford, Mercer, Venango, Lawrence, Butler, Clarion, Armstrong, Beaver, Allegheny, Westmoreland, Washington, Fayette and Greene Counties in Pennsylvania, and Hancock, Brooks, Ohio, Marshall, Wetzel, Tyler, Pleasants, Wood, [fol. 2843½] Jackson, Mason, Cable and Wayne Counties in West Virginia, for delivery outside their recognized home town, are to be 10¢ per barrel over the local dealer's price.

Quotations to contractors and owners to be 10¢ per barrel higher than dealer's prices.

Take up for special authority inquiries for railroad work.

Kindly issue quotations today to all concerns, except the South at these prices, for prompt acceptance, and shipment within fifteen (15) days after date of order.

Yours very truly — —. SAP-GED.

[fol. 2844]

DEF'TS' Ex. No. D-654

The Atlas Portland Cement Co.

Philadelphia

For the attention of Mr. L. G. McConnell, New York City.

Philadelphia, January 16, 1917.

We issued quotations last night to all dealers in territory covered by this office, increasing our old price 10¢ per barrel. The present bases on which we are quoting, are as follows:

\$1.35.....	Lehigh Valley.
\$1.45.....	Union Bridge.
\$1.45.....	Fordwick.

We did not say anything in our quotations about the increase in the cost of wooden package, as we have very few cases where prices are wanted in wood, and they are all on direct inquiries.

[fol. 2844½] As I told you when you were in the office here yesterday, we have a number of jobs on which we have quoted on the old base, and where our quotations are about to expire or have expired.

In accordance with the general talk we had with you about these quotations, we will follow them up on the old basis, for a period not exceeding fifteen days in any case, and, where it is possible, we will handle these by direct solicitation of salesmen, but there may be some cases where we will have to make our extension in writing, and we will do this when it is considered advisable, although there should not be very many of these cases.

Yours very truly, F. B. McKenna. FBM-FCC.

[fol. 2845]

DEF'TS' Ex. No. D-656

Telegram

Philadelphia, Penna., Jan. 15, 1917.

Giant Portland Cement Co.:

Bank of Commerce Building Norfolk Virginia effective immediately our price has advanced ten cents per barrel advise Peters and Gibson.

R. E. Griffith.

[fol. 2845½]

DEF'TS' Ex. No. D-657

Nazareth Cement Company

Inter-Departmental Correspondence, Nazareth Sales Office

Date: January 16th, 1917.

Subject: ———.

To John W. Ramsay, Sales Mgr. Boston Office:

Confirming our telegram of this day and replying to your night letter regarding cement to City of Worcester, Mr. Horner says the price to dealers on this work is \$1.35 Lehigh Valley base and which is the new price effective yesterday the 15th inst.

Yours truly, ———.

[fol. 2846]

DEF'TS' Ex. No. D-658

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, Feb. 24, 1917. Salesman: H. A. Swett. Office: Allentown.

1. What information regarding competitors or quotations did you get during the week?

All Companies quoting 1.35 Mill.

2. What special inducement of any nature are competitors offering in your territory?

Abrew & Cooper, Elizabeth, N. J., closed with Bath 1,000 bbls. at 1.25 Mill price on Standard Elec. Co. job with Solomon & Son, Arlington, N. J., Contrs.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Harry Whyte of Edison. Business poor.

[fol. 2846½] 5. Give the complete history of any complaints that you may have on competitors' brands of cement.

None.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Heard no complaints.

7. What suggestions have you for improving our methods of handling business in your territory?

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

Reported on pink sheet.

Building Elizabeth. McManus Bros. (Owner).

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Fair.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Good.

Remarks.

Yours very truly, H. A. Swett, Salesman.

[fol. 2847]

DEFTS' EX. No. D-659

The Atlas Portland Cement Co.

Philadelphia

For the attention of the Atlas Portland Cement Co., New York City.

Philadelphia, March 17th, 1917.

I understand that the Giant Cement Company are out of the Baltimore market, which probably means that they are probably pretty well sold up.

We received this information from the Hudson Cement & Supply Company who handle Giant.

Yours very truly, F. B. M.

[fol. 2847 $\frac{1}{2}$]

DEF'TS' EX. No. D-660

Telegram

March 26th, 1917.

Mr. Herbert Grey, 121 Laburnum Crescent, Rochester, N. Y.:

Effective immediately dollar fifty Lehigh Valley, dollar sixty Hudson, dollar fifty-five Universal.

Lehigh Portland Cement Co.

[fol. 2848]

DEF'TS' EX. No. D-661

Telegram

Philadelphia, Penna., 2.40 p. m. Mch. 27, 1917.

Giant Portland Cement Co., Bank of Commerce Bldg., Norfolk, Va.:

Immediately effective net cement mill dealer one fifty Lehigh Valley one sixty-eight Union bridge one sixty Fordwick one fifty Richard City and Kingsport one fifty-five Universal Mitchell Bellvue one eighty South Atlantic ports advise Gibson.

R. E. Griffith.

[fol. 2848 $\frac{1}{2}$]

DEF'TS' EX. No. D-662

Telegram

New York, N. Y., Mar. 28, 1917.

D. H. MacFarland, Atlantic Beach Hotel, Flo.:

Your telegram recd. we have information that one or two of our smallest competitors in the export field are quoting on somewhat higher basis than they were last week but up to date have not been able to develop any information which indicates a higher level of export prices on part of large factories in the field are watching this closely.

L. G. McConnell.

[fol. 2849]

DEF'TS' EX. No. D-663

Telegraph Blank

Atlantic Beach, Flo., 12.51 p. March 28, 1917.

L. G. McConnell, Atlas P. C. Co., 30 Broad St., N. YK.:

Satisfactory to send quotations Meeting prices of representative competitors both Hudson and valley fifteen up under new conditions export is out of line develop this.

D. H. MacFarland.

1720

[fol. 2849½]

DEF'TS' Ex. No. D-664

McKenna, Philadelphia, May 4, 1917.

We want to modify our present instructions regarding the handling of quotations for specific work.

Some time ago we tightened up a little bit on our method of handling, and we intended to continue along this line, but we don't want you to get the idea that we do not want business. We want to close up within the next few days all the business that we can get at "top" prices; that is, at prices which net us \$1.50 Northampton and \$1.60 Hudson for extended delivery business.

We want you to guide your quotations, however, so that there will be none issued for longer than 5 days without taking the matter up with us; that you will not issue a quotation for more than 10,000 bbls. on any one job without taking the matter up with us; and that you will not have outstanding at any one time more than 100,000 bbls. in quotations in total.

In order to guide us here in the office in our judgment of conditions, will you please arrange to send in each night a tissue copy of all quotations issued; each copy will have on it in pencil or pen figures, the price net to us at either Hudson or Northampton on the [fol. 2850] job in question. Please send us also copies of any extensions with the information on the price.

On trade business it will be satisfactory to use a minimum of \$1.25 at Northampton, making this only when necessary to meet competitive prices which, as we understand it, are based on \$1.55 Pittsburgh, \$1.70 Mitchell, \$1.70 Bellevue, \$1.60 Fordwick, \$1.60 Kingsport and \$1.60 Richard City.

Yours very truly, ———. LGM-MH.

P. S.—Please send me each night a slip of paper with the total amount of your outstanding quotations on it.

[fol. 2850½]

DEF'TS' Ex. No. D-665

Telegram

Allentown, Pa., March 20th, 1918.

To Mr. E. G. Brick, Norman Hotel, Ogdensburg, New York:

Effective immediately forty cents per barrel advance. Acknowledge receipt.

W. E. Erdell.

(Prepaid. Chge. Penn-Allen Cement Co.)

[fol. 2851]

DEF'TS' EX. No. D-636

March 20th, 1918.

W. B. Abbey, Inc., 514 Essex Bldg., Newark, N. J.

GENTLEMEN: As phoned you today we have advanced our price forty cents per barrel effective immediately and have asked you to forward quotation sheets today to all customers in your territory.

Yours truly, Penn-Allen Cement Company.

[fol. 2851½]

DEF'TS' EX. No. D-667

Telegram

Phila., Pa., Mar. 20, '18.

S. N. Peters, care Giant Portland Cement Co., Norfolk, Va.:

Effective immediately in figuring prices use one ninety Lehigh Valley one seventy Universal two dollars Richard City Kingsport Fordwick dealers bases plus bags plus freight.

R. E. Griffith.

[fol. 2852]

DEF'TS' EX. No. D-668

Alpha Portland Cement Co.

Easton, Pa.

Confirmation of Telegram Sent This Day

Easton, Pa., March 21, 1918.

To Alpha Portland Cement Company, Oliver Building, Pittsburgh, Penna.:

Effective immediately advance price forty cents per barrel except Ohio extend no old quotations.

Alpha Portland Cement Co.

[fol. 2852½]

DEF'TS' EX. No. D-669

March 21, 1918.

MR. KENT: This will confirm my telephone conversation with you advising you, effective at once, all prices are advanced 40c per barrel. Please do not renew any outstanding quotations except at the new price. In other words, when these quotations expire, do not renew them unless you use the new price.

The conditions in our business are very serious and we do not want to be obligated for any orders which we will not be able to fill. Kindly cooperate with us in this matter, and oblige,

Yours very truly, — — —, 2nd Vice President. FMC-H.

[fol. 2853]

DEF'TS' Ex. No. D-670

(Boston)

March 21, 1918.

MR. SANTEE: This will confirm my telephone conversation advising you, effective immediately, all prices are advanced 40c per barrel. Any orders for spot shipment which are placed with you before the quotations which we are mailing today reach your customers, would have to be accepted at the old price. You must not, however, make any new quotations at the old price and as the old quotations expire please do not renew them except at the new price.

The conditions in the manufacturing and shipping end of our business are so acute that we have been compelled to make this advance in our price. It has been impossible for us to secure a sufficient supply of coal to operate only a very small percentage of our capacity and on account of this small output our costs have been very materially increased. We are also having considerable trouble in getting bags returned to our mill, and while we know a great many shipments are held up by embargoes, in case your field men come across any bags which can be returned to us, please have them use every possible effort to have the bags shipped in.

Yours very truly, — — —, 2nd Vice President. FMC-H.

[fol. 2853½]

DEF'TS' Ex. No. D-671

March 21, 1918.

Representatives' Notice

#80

Price

Effective today, and as per advices given to all our representatives, price of Dexter Portland Cement is advanced 40 cents per barrel above prices heretofore, in effect at all points regardless of competitive conditions.

Coal Shortage

The necessity for this action has been brought about by a coal scarcity which is becoming more serious each day with no prospects of relief. It is possible that this condition may be relieved at an

earlier date than we anticipate. On this account, and because we have not much cement on hand and have numerous contracts which we are obligated to fill, it would seem inadvisable to make any quotations at the advanced price, excepting on very small contracts or on single carloads for shipment within fifteen days. Please be guided accordingly and report conditions as you find them in your territory.

Industrials

The practice of quoting for requirements of manufacturing plants and concrete product plants has not met with our approval in recent [fol. 2854] years, altho we have made a few exceptions. Unless otherwise advised we will not make any exceptions along these lines but will quote for delivery over a period of more than fifteen days to cover definite specific contracts only. This eliminates quoting for requirements of boroughs, towns, cities, etc.

Freight Rates

Effective April 15th, in the territory lying east of the Central Freight Association territory, which is practically the Buffalo-Pittsburgh Line, all freight rates will be advanced 20 cents per ton. In the territory west of the above mentioned line, the same advance will become effective April 1st.

— — —, Manager of Sales. RWH:C.

[fol. 2854½]

DEF'TS' Ex. No. D-672

Telegram

From Allentown, Pa., March 22, 1918.

To Mr. W. W. Harder, 1215 Herbert St., Frankford, Philadelphia, Pa.

Effective immediately price is dollar ninety Lehigh Valley, Universal, Fordwick and Kingsport. Union Bridge two naught eight.
Lehigh Portland Cement Company.

[fol. 2855]

DEF'TS' Ex. No. D-673

The Lawrence Cement Company

No. 1 Broadway, New York

March 23, 1918.

Effective at once, please quote on new business for Dragon Portland Cement at an advance of forty (40) cents per barrel over previous price.

Yours very truly, F. H. Smith, Sales Manager.

April 4, 1918.

Sales Department

Effective at once. Use the following basing point prices in quoting Hercules Cement to dealers:

\$1.90—Lehigh Valley.
 \$2.00—Hudson.
 \$2.00—Alsen.
 \$1.85—Universal.
 \$1.90—Fordwick.
 \$1.85—Mitchell.
 \$1.85—Bellevue.
 \$2.08—Union Bridge.
 \$2.38—New Orleans.
 \$2.38—Wilmington.

The above prices are net prices at the basing points and do not include bags. The usual cloth and paper sack charge and allowance remains unchanged.

In quoting consumers the usual differential as before advised applies, except in New York State where the policy of this Company will be to first try to quote through a dealer in the town in which the job is located and in the event of being unable to make satisfactory [fol. 2856] arrangements with a dealer in the town where the job is located, the differential that is used by the dealers in that town will be used. In no towns will a differential less than 10¢ be used.

In figuring prices from Universal use a minimum freight rate of 11¢ per barrel to all points.

In figuring prices from Union Bridge use a minimum freight rate of 15¢ per barrel to all points.

Effective at once. Use the following prices for export:

\$3.00 per barrel in wood alongside steamer New York.
 \$2.85 " " " cotton " " "
 \$2.87 per barrel in wood f. o. b. cars Jersey City.
 \$2.72 " " " cotton f. o. b. " " "

All export shipments subject to a discount of 2¢ per barrel for cash in ten (10) days from date of invoice.

Very truly, Hercules Cement Corporation. E. B. Goode, Jr.

[fol. 2856½]

Def'ts' Ex. No. D-675

The H. Wales Lines Co.

Strictly Confidential

April 24, 1918.

The Allentown Portland Cement Co., Allentown, Pa.

Attn. Mr. R. L. Cope

GENTLEMEN: We enclose herewith copy of a letter from the Engineers and Architects for the Gilbert & Barker Mfg. Co., which [fol. 2857] Company is a branch of the Standard Oil Company, as explained to Mr. Cope in New York recently.

As you know we have been doing some work for the Gilbert & Barker Mfg. Co., and there is quite a big job now under consideration. It is necessary for us to know at once what to say to these Architects, and what we say to them may be favorable or detrimental to our interests in connection with this contract, depending upon the price which the Standard Oil Co. may have for cement, and the price which we are able to name them. Please give us all the information you can regarding this matter at the earliest possible date.

You will understand that this is not a contract that we already have, but one that we hope to be able to get.

You will also note that they name Nazareth Portland Cement in their letter, which should be Allentown.

Respectfully, The H. Wales Lines Co. S. Tredennick.

April 22, 1918.

The H. Wales Lines Company, Meriden, Connecticut.

GENTLEMEN: We would greatly appreciate it if you will, at your earliest convenience, send us a letter stating the cost of Portland [fol. 2857½] cement, F. O. B. cars West Springfield, on which you will base your estimate for construction of additions to plant of Gilbert & Barker Manufacturing Co. We of course understand that you are agents for Dexter & Nazareth Portland Cement and we can assure you that the information will be treated as absolutely confidential by both the Owners and ourselves.

The reason for asking this information is due to the fact that the Gilbert & Barker Manufacturing Company is able to secure very low figures on Portland Cement through their associations with the Standard Oil Company. If they can furnish it cheaper themselves they would like to use their figures.

Thanking you in advance for your courtesy, we are.

Very truly yours, McClintock & Graig. Edward H. McClintock.

1726

[fol. 2858]

DEF'TS' Ex. No. D-676

April 25, 1918.

The H. Wales Lines Co., Meriden, Connecticut.

Attention of Mr. Tredennick

DEAR SIR: Your letter of the 24th received in regard to new work to be done by the Gilbert & Barker Mfg. Co., West Springfield, Mass.

We have also read the letter from the architects themselves, dated April 22nd, and do not doubt that if they have connections with the Standard Oil Co. that they will be able to purchase cement at Standard Oil price. Standard Oil has yearly requirements for delivery to various points, but there is always a question whether a cement company that has a contract with the Standard Oil Co. will permit deliveries to any point not mentioned in the contract.

The cement situation today is very unusual and I very much fear that a great deal of new work will be held up on account of inability to get cement. Most of the mills of the Lehigh Valley have been compelled to close down practically the first three months of this year 50%, on account of inability to get coal. On the other hand, we are advised by good authority, that the Government will use more [fol. 2858½] cement than they originally anticipated, in fact, it is very probable that 75% or even more of the cement that the manufacturers can make for the remainder of the present year will be taken by the Government.

You can readily see that the shortage of cement on the one side, and the Government requisitioning practically all of the cement, that there are no inducements for us, or for anybody else to offer their cement at any price lower than the present market price.

Yours very truly, The Allentown Portland Cement Co. —
—, Manager of Sales. R. L. Cope:G. E. R.

[fol. 2859]

DEF'TS' Ex. No. D-677

Telegram

Fairmont, W. Va., June 13, 1918.

Pennsylvania Cement Co., New York, N. Y.:

Fuel Administration has embargoed all coal to cement companies for this week including coal from Pennseco mine do you think it advisable for me to remain here and watch situation answer.

A. T. Reynolds.

[fol. 2859½]

DEF'TS' EX. No. D-678

Boston, Mass., April 3rd, 1918.

Windsor Cement Company, 161 Devonshire St., Boston, Mass.

GENTLEMEN: Please refer to our quotations of March 27th and 30th covering the requirements of the Contagious Hospital Buildings at Middletown, Mass. and the Tuberculosis Hospital at Waltham, Mass. for which bids are to be opened on April 11th and 16th respectively. We ask that you kindly consider these quotations cancelled, because we are compelled to shut down our works owing to inability of securing coal for continuance of operation. You know that the Government is controlling the consumption of coal and has compelled us to withdraw from the market until such times as conditions adjust themselves.

We thank you for the opportunity of quoting on this business and we will be very glad to notify you when we are again in a position to make quotations or shipments.

Yours very truly, Giant Portland Cement Co. — — —,
New England Manager.

[fol. 2860]

DEF'TS' EX. No. D-679

War Service Committee on Portland Cement

30 Broad Street, New York City, January 9, 1919.

To Cement Companies:

Attached herewith please find copy of letter written to me as Chairman of the War Service Committee on Portland Cement, by Mr. Bernard M. Baruch, Chairman of the War Industries Board, dated December 18th; copy of letter from Mr. Humphrey, dated December 19th, and copy of my acknowledgment to Mr. Humphrey, dated January 6th.

Yours very truly, John R. Morron, Chairman.

[fol. 2860½]

DEF'TS' EX. No. D-680

United States War Industries Board

Bernard M. Baruch, Chairman

Washington

December 19, 1918.

Mr. John R. Morron, Chairman War Service Committee on Portland Cement, 30 Broad Street, New York City.

MY DEAR MR. MORRON: In transmitting the enclosed letter from Mr. Bernard M. Baruch, Chairman of the War Industries Board,

officially notifying you of the termination of the activities of your Committee January 1, 1919, may I add a few words of my own in appreciation of the splendid cooperation of yourself and your associates.

In spite of the adverse effect of the war upon the building industry which so restricted its activities that the disastrous conditions increased as the war continued, your industry loyally and patriotically met the necessities imposed by the war, even when it ultimately meant the closing of the business.

The task with which the undersigned, as Chief of the Building [fol. 2861] Materials Division, was confronted was so great that what would otherwise have been a most difficult situation was met through the invaluable assistance of the War Service Committee and whatever success may have resulted from the work of the Division is due largely to such assistance and co-operation.

While our official relations close with the present year, I shall always be deeply interested in the success of your industry; I sincerely trust that the very pleasant friendships that have been established may continue and that the intimate associations between the members of your industry, brought about through the work of your Committee, may also continue to its great benefit.

In heartily thanking you and your associates for your very generous and highly efficient support, I wish to extend to you and through you to them my very best wishes for Christmas, and to express the hope that the New Year may be one of the greatest prosperity for your industry.

Very truly yours, Richard L. Humphrey. Richard L. Humphrey, Director of Building Materials, Building Materials Division, War Industries Board.

[fol. 2861½]

DEF'TS' EX. No. D-681

United States War Industries Board

Bernard M. Baruch, Chairman

Washington

December 18, 1918.

Mr. John R. Morron, Chairman War Service Committee on Portland Cement, 30 Broad Street, New York City.

MY DEAR MR. MORRON: At the close of the activities of the War Industries Board, it is but simple justice to express our appreciation and gratitude for the loyal support given us by the industries of the nation.

As Chairman of the Board, I offer on behalf of my associates and myself a tribute of thanks to the patriotism and devotion shown by the entire commercial body of America. Its members have made service, and not profit, their rule. They have shown a desire to

subordinate itself and exalt public interest, and to this readiness to [fol. 2862] make sacrifices in the common cause has largely been due whatever success we may have been able to attain. I would be doing the industries in America an injustice if I did not make this acknowledgment.

May I express the hope that this same spirit may continue in times of peace, so that problems affecting all may be approached in the same spirit of helpful co-operation that has prevailed during the period of the war.

May I, through you, send this message of gratitude to you and to your loyal co-workers in the great industry which you have so ably represented.

Sincerely yours, Bernard M. Baruch, Chairman.

[fol. 2862½]

DEF'TS' Ex. No. D-682

The Atlas Portland Cement Co.

New York

For the attention of Mr. MacFarland, Birmingham, Ala.

New York, Jan. 30, 1920.

I believe we are going to be quite short of cement, and I think it is entirely unwise to take any business now, except for exceptional reasons, which nets us less than our mill base prices at the various plants.

I think Mr. Burch wrote you a little while ago that you might take some business in the South that would net us about 1.57, but I think we are throwing our — away to do it now under these conditions. If — supply it they may be able to get it from such — the Alpha, Vulcanite and Giant up here, but — get it from the southern mill [fol. 2683] because the — [mutilated] it to them, and if they do get it from the concerns above mentioned upon here, it means that they later on will not be able to fill their contracts where it will do them a lot of harm not to fill them.

I therefore would like to put a very decided soft pedal on any business anywhere that is not natural territory to us, and at least where we do not secure our full mill base price. Of course there are cases where you have got to do a little warehouse business with the dealers, but you do not have to accept contracts which they may offer you, even for small amounts.

I think that taking the entire business into consideration, other people are being oversold. I believe that only about 50 or 60% of the contract business will be taken, but in spite of that I believe your dealer business is going to be so large that it will stampede things later on, and you won't be able to fill your orders, not only because you haven't the cement, but possibly because you could not ship it anyhow, and therefore I want to devote from now on, all of

1730

our ability to taking care of natural Atlas customers, and not spread out into territory that is meant to take care of surpluses.

Yours truly, J. R. M.

[fol. 2863½]

DEF'TS' EX. No. D-683

Feb. 16, 1920.

MacFarland, Birmingham, Ala.:

I answered yours of the 13th by wire today, of which I enclose copy.

I have not a doubt but what we could secure \$1.75 Northampton in many cases in Ohio, Indiana and Michigan, but I believe that it would impress the dealers with the fact that we were trying to make all the money we could out of a situation, and I would much rather quote him as much as you can from Hannibal, and have it explained to him as to why we cannot ship him more, and then if in certain cases, such as you experienced last year with the Standard Oil and the Central Manufacturing Co., and others, if they should consider it a favor of the Atlas Company to ship from Northampton at \$1.75, we would make every effort to do so in special instances, but, as explained to you in mine of the 9th, I think it would be very unwise to make quotations now on Northampton base for the reason that I do not believe we will be able to ship it, as well as for the fact that I think the impression would be decidedly detrimental in the long run, as above outlined.

[fol. 2864] The fact of the matter is we are getting into such shape, owing to climatic conditions and the jumble that the railroads will find themselves in on March 1st owing to past federal operation, that we are going to have our hands absolutely full taking care of the business into natural territory from the east, and when we add to this the business already accepted in the middle west to go from Northampton, it would, in my judgment, be entirely wrong to take on more business, which would tend to make all dissatisfied.

Let us go along and watch this thing develop when the pinch comes, and perhaps we can handle it as well this year as you did last, in running a few extra shipments from Northampton.

Yours truly, ———

[fol. 2865]

DEF'TS' EX. No. D-685

"The Atlas Portland Cement Company

"New York, April 11, 1919.

"To Atlas Customers:

"Representatives of the Cement Industry conferred with the Industrial Board of the Department of Commerce at Washington during the last week in March, at the request of the Board that everything possible be done by the Industry to encourage prompt build-

ing. The Industry, through the Committee, expressed its desire to co-operate to the fullest extent possible.

"Unfortunately, at the time of the conference there was a change in the policy of the Industrial Board, and therefore no definite, joint conclusion was determined; but the Industry thought it only fair to the trade that the reduction contemplated should be made, irrespective of these conditions.

"The charge for cloth sacks, of which there are four to the barrel, was reduced from 25c. each to 15c. each, making a reduction of 40c. per barrel gross to the purchaser, and the charge for paper sacks was reduced from 30c. per barrel to 25c. These reductions were made possible by recent reductions in the cost of such sacks to the manufacturer.

"Although the present cost of manufacture does not justify a reduction in the selling price of cement, the possibility of more favorable manufacturing conditions in the future which might result in a reduction in the cost of production was anticipated and prices were named accordingly. These prices are in accordance with quotations recently sent you.

"The action of the Industry was entirely voluntary, with the sole object of assisting in stabilizing building conditions, hoping that it would be appreciated by the purchaser and that increased volume will decrease cost and compensate for the reduction.

"The Atlas Portland Cement Company."

[fol. 2866]

DEF'TS' EX. NO. D-686

"Lehigh Portland Cement Co.

"Allentown, Pa.

"To Lehigh Customers:

"On April 1st we sent you a quotation naming a reduced price on Lehigh Portland Cement. A word as to the reasons for this revision of price may, at this time, be of interest.

"At the request of the Industrial Board of the Department of Commerce, representatives of the cement industry conferred with the Board at Washington during the last week in March. Through its representative, the Industry assured the Board of its cooperation with the Government's efforts to encourage prompt building.

"Due to a change in the policy of the industrial Board, which occurred at the time of the conference, no definite, joint conclusion was reached; but the Industry thought it only fair to the trade that the reduction contemplated should, nevertheless, be made.

"The charge for cloth sacks was reduced from 25c. to 15c. each, making a reduction of 40c. per barrel gross to the purchaser, and the charge for paper sacks was reduced from 30c. to 25c. per barrel. These reductions were made possible by recent reductions in the cost of such sacks to the manufacturer.

"A reduction was also made in the net mill price of Cement, this action being taken by the Industry entirely voluntarily, and with the hope that the reduced price will assist in stabilizing building conditions.

"Present manufacturing costs do not justify the reduction, but it is hoped that manufacturing conditions will in the future become more favorable and also that the increased volume resulting from more stable building conditions will decrease production costs to compensate for the price reduction.

"With world conditions as they exist today, it is impossible to expect prices on any commodity to recede to pre-war levels. Building construction of every kind should go ahead now, because the world's new price level is a permanent one, and because it is good business to build now for early returns. Prof. Irving Fisher of Yale University has stated the situation very concisely:

" 'Business men should face the facts. To talk reverently of 1913-1914 prices is to speak a dead language today. The buyers of this country, since the armistice, have made an unexampled attack upon prices through their waiting attitude, and yet price recessions have been insignificant. The reason is that we are on a new high price level which will be found a stubborn reality. Business men will find that the clever man is not the man who waits, but the one who finds out the new price facts and acts accordingly.'

"Lehigh Portland Cement Company."

April 14th, 1919.

[fol. 2867]

DEF'TS' Ex. No. D-687

"The Atlas Portland Cement Co.

New York

For the attention of Mr. D. H. MacFarland, Chicago.

"New York, June 14, 1919.

"I note your letter of the 11th to Mr. Burch, in which you report hearing through the trade that before long the price of their cement would advance. As I stated to you when I was in Chicago—and I am still of the same opinion—I think our price is high enough, taking everything into consideration. Of course it would not be high enough unless we were going to be able to sell our entire output, because of the very large overhead on anything less; but from what you have written me from time to time I believe that we are going to be able, before the fall is over, to sell all we can make, in advantageous-price territory—that is to say, so as to keep a good base.

Of course, it is the same old story—if our competitors should go up we will have to be very sharply on the lookout that they do not flood us with orders which will prevent our giving prompt service to our dealers and to all our trade. In other words, it is the old game,

perhaps, of trying to load us up, in the detriment of ultimate results. But we will not worry about this until it occurs, and will try to handle it satisfactorily after that. We have a pretty good stock of cement at Northampton.

Yours very truly, J. R. M."

[fol. 2868]

DEF'TS' Ex. No. D-688

"N. Y., Dec. 26, 1919.

"Mr. Whitton, Mr. Eschenbrenner, Mr. Swett, Mr. Kahn, Mr. Kearney, Mr. Mathesius, Mr. Wight, Mr. Furbush, Mr. Smith, Mr. Bigbie, Mr. Edwards:

"In my letter to you of last week advising of our advance in price to the basis of:

\$2.00 per barrel Bulk Lehigh Valley.

\$2.00 " " " Universal.

\$2.10 " " " Hudson.

I stated that we would accept a limited amount of business on the old price basis where it would do us good, having in mind the future and the fact that our competitors are underquoting us. Business has come to hand so freely, however, on our quotation commitments, that we must absolutely hold you to the new price basis, and I must ask you not to accept any further business on the old basis nor to commit yourself in any way on our acceptance of business on the old price basis without first taking the matter up with this office.

"As I have written you, we will very likely not have more than 1,800,000 barrels to ship in 1920, and as our commitments are in the neighborhood of 1,500,000, we must absolutely shut off further business except at new prices.

"Please acknowledge receipt and advise your understanding.

R. A. W."

[fol. 2869]

DEF'TS' Ex. No. D-689

Western Union Telegram

"Boston, Mass., Dec. 15, 1919.

"The Atlas Portland Cement Co., 30 Broad Street, New York:

"McConnell have written quotation Manumit (Edison) Company dated December Fifteenth C. N. Chadwick Newton Upper Falls, Mass. Complement (3.19) per barrel in cloth centime (.15) bags this represents cephalopod (.25) increase.

"The Atlas Portland Cement Co."

DEF'TS' EX. NO. D-690

Western Union Telegram

"Boston, Mass., December 18, 1919.

"The Atlas Portland Cement Co., 30 Broad Street, New York:

"Conkling Gilmore Wrentham reports Manometer (Dexter) advances cephalopod (.25) effective December twentieth.

"The Atlas Portland Cement Co."

[fol. 2870]

DEF'TS' EX. NO. D-691

"The Atlas Portland Cement Co.

Boston

"For the attention of Mr. L. G. McConnell.

"Boston, December 15, 1919.

"This will confirm telegram of today advising you that we have written quotation from the Edison Portland Cement Co., dated December 15th, for account of C. N. Chadwick, dealer at Newton Upper Falls, Mass., quoting \$3.19 per barrel in cloth in 15 cent bags, representing a 25 cents per barrel increase.

"Frank G. Conkling."

DEF'TS' EX. NO. D-692

"The Atlas Portland Cement Co.

Boston

"For the attention of Mr. L. G. McConnell.

"Boston, Dec. 16, 1919.

"James C. Goff Co. of Providence just telephoned that they had received a quotation dated Dec. 15th from the Bath Portland Cement Co., naming price of \$3.19 per barrel f. o. b. cars Providence, 15 cents bags.

"This represents an advance of 25 cents per barrel.

"Frank G. Conkling."

[fol. 2871]

DEF'TS' Ex. No. D-693

"Giant Portland Cement Company

"Philadelphia Office

"December 20th, 1919.

"DEAR SIR: Until further advised kindly discontinue traveling and do not make any quotations verbal or written without first communicating with this office.

"Yours very truly, ———, Vice-President. R. E. G./F."

[fol. 2872]

DEF'TS' Ex. No. D-694

Price Changes

Philadelphia Office, January 9, 1920.

Mr. Wetzler, Mr. Bruff, Mr. Kessel:

On account of the fact that the bags, which we are at the present time purchasing, are costing us in the neighborhood of 28½ cents, and due to the fact that the price of Osaburg bags *are* continually rising, so that the market quotations now are in the neighborhood of 31 cents each, with a great possibility the price of bags going no lower and possibly even higher during the year 1920, and after talking the matter over with Mr. Mambert, we have decided to insert in all of our quotations, and as a rider on all of our contracts, the following clause with reference to sacks:

"The price named is based on a cloth sack basis of 15 cents. Should the Edison Portland Cement Company change its cloth sack basis during the life of this quotation of contract, the right is reserved to adjust the delivered price of cement accordingly."

This clause I am well informed is being inserted in the quotations and contracts of some of the other companies, and I also understand that a few of the other companies have raised their price for cloth sacks to 25 cents.

We seem to be the only company, up to the present date, who have definitely raised our price to \$2.00 base Lehigh Valley District, and it is possible, of course, that the movement of cement on our part will not be as heavy as we might wish at some time later, at which time we may feel the necessity of reducing our price to the \$1.75 as the Lehigh Valley basis. Having this in mind, I believe that you will all agree that the only safe thing to do to protect ourselves from tremendous losses during the coming year, on account of the excessive cost of bags, is to insert this clause in all of our quotations and contracts made or sent out after the receipt of this letter.

I am sure that you will all give this the careful handling which the situation demands.

W. D. Cloos.

c/c Mr. Mambert.

Lehigh Portland Cement Co.

Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday, Dec. 20th, 1919. Salesman: Browning. Office: Buffalo.

1. What information regarding competitors or quotations did you get during the week?

Have previously advised you that Edison increased their price 25 cents per barrel, and have since learned that Bath also went up.

2. What special inducement of any nature are competitors offering in your territory?

None.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

All of them.

5. Give the complete history of any complaints that you may have on competitors' brand of cement.

No complaints.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

Yes.

7. What suggestions have you for improving our methods of handling business in your territory?

None.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

I do not.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Slow for sixty days.

10. What seems to be the opinion of the trade on our advertising?
How can we improve it?

No comment this week.

Remarks: —.

Yours very truly, Browning, Salesman.

[fol. 2874]

DEF'TS' Ex. No. D-697

The Atlas Portland Cement Co.

New York

For the attention of Mr. D. M. MacFarland, Chicago.

New York, January 24, 1920.

That was wise of you to send me the letters both on the Century and the Broadway, because the Century was four hours late and the Broadway letter was delivered to me about two o'clock.

I have a telegram from Mr. Cabanis in answer to one I sent you, saying you are ill and will not be able to leave before early in the week for Birmingham, and I have sent you a message of which I enclose a copy. I am writing this letter in case you are not able to get me at my house tomorrow, Sunday.

I am not surprised to see the prices advanced by some of the others, and the situation is just this: We want to take care of our trade position and we want to sell the maximum amount of cement we are going to be able to make at Hannibal, which amount you are familiar with, as we expect, unless the unforeseen occurs, to continue manufacturing on about the same basis as today. Therefore, if without injuring your trade position or losing the kind of business that is essential to the Atlas future welfare as well as this year's welfare, I would be in favor of not recognizing the Universal base. I think it will be a good lesson to them to ignore it, just as the Kansas mills are obviously ignoring our Hannibal base; but I would not want to do this if it allowed the Universal to become established to any extent in the territory that is natural to us at Hannibal. It would seem to me, however, that after the experience the people have had with them during the last year, they would be very glad to pay the Hannibal base price.

I think you will find other advances coming; I do not see how these people can help the advance, because they have sold themselves to pieces, and if the price does advance of course it will make good a lot of contracts on their books that may not be if the price remains the same.

One thing that we are going to commence to do here at once is, to get a very intelligent idea as to what percentage of our contracts are going to be shipped this year. Of course we have the usual idea now, but if we look over our contracts closely and find that the time has really gone by when certain work represented by contract was ex-

pected to start, and then if we get in personal contact and find out how long before they are going to start, it will release without too much guesswork a certain amount of cement that we can sell again.

As you may know, it is the policy of a good many of the larger companies here in the east now to sell 100 per cent of their output in contract—or practically that—figuring that only about 50 per cent will be used. We have not taken that station yet because we have not been sure enough that there would be a shrinkage of 50 per cent in our booked contracts. We are now going to begin to look into the matter as much in detail as possible, to get the real facts. You may have started something of this kind or be doing it, but if not I suggest you do it.

In a nut-shell, the net of the Hannibal situation is this: We are going to make, as I told you, a certain number of barrels of cement; we want to establish relations and keep those which we have by good service; and we do not want to have any cement left at the end of the year. The indications are that there will be another advance of labor, and perhaps still another, which, linked with coal, will make the cost very high, but I am not ready yet because of cost necessity to advance the Hannibal base; but if you can eliminate, as your letter indicates, the Buffington \$1.70 and take strictly Hannibal base, \$1.75, Iola \$2, and Mitchell \$1.85 it will result probably in getting at least five or six cents a barrel more than the present average, which will help on the cost. And if it does not hurt your trade in the natural territory at Hannibal, that is my suggestion unless you know of some better reason to the contrary.

Yours very truly, J. R. M.

Enc.

[fol. 2875]

DEF'ts' Ex. No. D-698

The Atlas Portland Cement Co.

New York

For the attention of Mr. D. H. MacFarland, Birmingham.

New York, February 4, 1920.

I wired you today that I was thoroughly in accord with adding Indiana to my suggestion on Ohio—not taking less than the Northampton base and that only for Atlas customers or on trade business. Michigan should be included, and I presume it is getting round to a point now where we will not shrink any base prices to any extent.

It may interest you to know that we have on hand close to 400,000 bbls. available orders for cement; by "available" I mean those that will be ready to ship as soon as we can get them out and that are already in the hands of the mills. And I know you will also be disappointed to know that yesterday and days previous we were able to ship only about 3,000 bbls. out of Northampton. It is absolutely impossible to get cars, and if it is that way now I believe it will be worse from now on.

There is a possible chance, if the roads go back to private ownership on March 1st, that we will fare better. Whenever you are explaining to the customers the cause of delay in your territory you can say that it is caused by a scarcity of railway cars and service as a result of Government ownership. Be dead sure to get that into the minds of the people, because as long as they are advocating Government operation they are going to get this kind of service.

Yours very truly, J. R. M.

[fol. 2876]

DEF'TS' EX. No. D-699

J. F. Forsyth & Company

Front Royal, Va., March 10, 1920.

Atlas Portland Cement Co., Philadelphia, Pa.

GENTLEMEN: How can we sell Atlas to contractors in carload lots on basis of \$3.03 cost against Universal and Security at \$2.96? We understand the \$2.96 price is based on Universal rate.

Ship us 175 barrels Atlas in cloth. Apply against the Flynt Building & Construction Co. contract. We are putting this in our warehouse to replace deliveries we made to Flynt Co. during the past month.

Very truly yours, J. F. Forsyth & Company.

[fol. 2877]

DEF'TS' EX. No. D-700

"The Atlas Portland Cement Co.

Philadelphia

For the attention of Mr. F. B. McKenna, N. Y. C.

"Philadelphia, March 13, 1920.

"Here is copy of letter from the J. F. Forsyth & Co., Front Royal, Va., about price on Atlas as compared with price on Universal and Security. The \$2.96 price mentioned is based on \$1.75 Universal and our price of \$3.03 is based on \$1.75 Lehigh Valley, which is equivalent to \$2.00 Fordwick.

"The other dealer in Front Royal, W. E. Rudacille, handles Security.

H. F. D."

"Mr y 26, 1920.

"Mr. A. E. La Roche, c/o Quinlan & Robertson, Inc., Hamburg, Pa.

"DEAR SIR: In accordance with the conversation which the writer had with you this day, it is our understanding that you desire us to start shipping immediately at the rate of two cars per day, the cement in question for use on Pennsylvania State Highway, Route #141. In this connection would call your attention to the fact that unless there should be a great improvement in the railroad situation, we will be unable to live up to the above schedule. We are today over five hundred cars back in our shipments, and have been averaging so far this month about eight empty cars per day for loading. Taking into consideration the accumulation of orders now on file with the small car supply you will understand it is impossible for us to give you shipments as required unless the railroad situation improves materially. Our shipments so far during the month of May are much below normal, which is all due to the shortage of cars. At present we have a stock of cement on hand at our mill of approximately 170,000 barrels, most of which should have been moved by this time provided we had secured the cars we needed, and unless we have some relief within the next two or three weeks we will be forced to shut down on account of not having any more storage space for our product.

"We are giving you this information so that you will thoroughly understand that our inability to ship is entirely due to the railroad situation.

"We were wondering whether it would not be advisable for you to communicate with the Phila. & Reading Railway Co. and explain to them your situation as regards the work in question, advising them it is for use on one of the Pennsylvania State Highway jobs, and see if some arrangement could not be made whereby the Phila. & Reading Railway Co. will turn over to the Lehigh & New England, on which road we are located, a certain number of empty cars per day especially assigned to us for you. Or, it might be that they would agree to place a trainload of empty cars at our plant for your work; in case they will do this, we will drop everything and load the train, which should only take us a little over a day.

"You can depend upon it that we are particularly anxious to move our cement, and especially want to help out all the contractors who are doing construction work for the Pennsylvania State Highway Department. We, therefore, hope that you may be able to accomplish something along the lines of the above suggestion, and if we can be of any further assistance to you in working out this problem, do not hesitate to call upon us.

"Very truly yours, Bath Portland Cement Co. — — —,
Second Vice-President. WGD/H."

[fol. 2879]

DEF'TS' EX. No. D-702

"Carolina Building Material Company

Florence, S. C., June 1, 1920.

"Giant Portland Cement Co., Philadelphia, Pa.

Attention Mr. S. N. Peters, Gen. Sales Mgr.

"DEAR MR. PETERS: We know that during these critical times that you have your hands more than full, and that you are being annoyed by letters of just this kind from all parts of the country, but we just can't help but lay our tale of woe before you.

"At the present time we haven't a single sack of cement in our warehouse, and this has been the case for some little time. And this is not the worst of it, we have quite a bit of cement sold that we are unable to deliver, and consequently several jobs have been held up which puts us in pretty bad shape.

"We know that you have been doing everything in your power to get all of the cement possible rolling, but would ask that if there is a possible chance that you get at least one car out for us at the earliest possible date, which would certainly be a great help to us.

"Thanking you for the many past favors you have shown us, and hoping that you will be able to help us out at this time, we are,

"Yours very truly, Carolina Building Material Co. J. H. Porter, Jr., Manager."

[fol. 2880]

DEF'TS' EX. No. D-703

Copy to Mr. A. J. Barnes.

"June 4, 1920.

"Carolina Building Material Co., Florence, South Carolina.

"GENTLEMEN: I acknowledge Mr. Porter's letter of June 1st, and assure you that I realize thoroughly the position you are in and unfortunately all of our customers are in the same position, and this condition not only applies to the South but all over the country in general. There are surplus stocks of cement, in fact we have more cement than we can conveniently store, and are gradually curtailing production due to the fact that we cannot take care of same, and it is simply a question of inadequate transportation facilities. I assure you I will make every possible effort to ship you a car within the next few days, and again assure you we are doing our very best.

"Yours very truly, — — —, General Sales Manager.
SNP/F."

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[fol. 2881]

DEF'TS' EX. NO. D-704

"June 3, 1920.

"Mr. J. P. Stewart, T. M. N. Y., O. & W. Railroad Co., Grand Central Terminal, New York City.

"DEAR SIR:

Empty Cement Bags

"We have been advised by a good many of our customers that they have been unable to forward us our empty cement bags for the reason that most of the railroads have placed embargoes against shipments of cement bags in less than carload lots. We also understand that in some districts the minimum weight which the railroads will accept is 10,000 lbs. or over, thus making it impossible in nearly all cases for our customers to collect sufficient empty cement bags to meet these requirements. It is most important at the present time that we receive our old bags back promptly, it being almost impossible to secure prompt delivery of new bags. Therefore, we hope the railroad companies will do all they possibly can to help us in getting our old bags back promptly.

"We are already suffering, as you are no doubt aware, from an acute car shortage, which in itself is bad enough, but if along with this condition there should develop a bag shortage due to our inability to secure the prompt return of old bags, we are afraid it will create in our industry a condition more acute than exists at present. We, therefore, will appreciate it if the railroads would put into effect the same ruling for the return of empty cement bags as they used during the past war; at that time the railroads set aside a certain day every week for the accepting of empty cement bags in less than carload lots. With the return to this method we feel that both the cement manufacturers as well as our customers will be greatly benefited.

"Any cooperation that you can render us in this matter will be most thoroughly appreciated.

"Very truly yours, Bath Portland Cement Co. — — —,
Second Vice-President. WGD/H."

[fol. 2882]

DEF'TS' EX. NO. D-705

"June 4, 1920.

"Quinlan & Robertson, Inc., Hamburg, Pa.

"GENTLEMEN: We have your letter of June 2nd enclosing copy of letter which you received from the Philadelphia and Reading Railway Company. It is unfortunate that nothing can be done to better the present railroad situation, and you can depend upon it that as far as we are concerned we will do the very best we can for you, but unless we secure empty cars we cannot load cement and our posi-

tion to handle your shipments will depend entirely upon our car supply.

"As far as taking care of our last year's consumers is concerned, showing them the preference, would say that we have taken on very little new business since the first of the year; practically all of our present orders on file being with customers whom we sold during 1919. You can, therefore, feel satisfied that we are not sacrificing our old trade in order to secure new. This would be no time for handling our business that way. We will do all we can to start your shipments within the next few days, but, as advised you while you were in the office last week, we cannot make any definite promises when the delay in shipments is caused by the railroads, over which we have no control.

"If you will recollect we also talked over the matter of shipping in open top cars. In this connection would say that we have taken the matter up with the State Highway Department and are in receipt of a letter from them today advising that it makes no difference to them whether we ship in open-top cars or not, provided the cement reaches destination in first-class condition. We understood you were going to consider shipping in open top cars, and would be pleased to hear from you as to whether you would like to have us make any shipments in that way. Any shipments which we make in open top cars to our trade, of course, are made at the customers' risk. If our customers will supply us with the tarpaulin covering we will ship the cement, the only extra charge being the extra cost of loading in open top cars, which will be something between ten and fifteen cents per barrel. If you should so desire, we will purchase the tarpaulins, charging them to you at their exact cost, which we understand is about \$78.00. We are making our first shipment today in open top cars, and are keeping an exact count as to the extra cost of loading, so that after today we should know just what this amounts to. If you are interested in taking shipments this way, kindly advise us as soon as possible.

"Very truly yours, Bath Portland Cement Co. — — —,
Second Vice President. WGD/H."

[fol. 2883]

DEF'TS' Ex. No. D-706

"Quinlan & Robertson, Inc.

"Hamburg, Pa., June 2, 1920.

"The Bath Portland Cement Co., Finance Building, Philadelphia, Pa.

"GENTLEMEN: Enclosed please find copy of letter received from Mr. Falck, General Manager, Philadelphia & Reading Railroad, in reply to our letter of May 27th, in reference to trainload of cement.

"We wish you would endeavor to start at once to ship us at least

two (2) cars per day. We think your last year's consumers should have the preference over new construction business this year.

"Yours truly, Quinlan & Robertson, Inc., per A. E. La Roche."

(Copy)

"Philadelphia & Reading Railway Company

"Philadelphia, May 28, 1920.

"Messrs. Quinlan & Robertson, Inc., Contractors, Hamburg, Pa.

"GENTLEMEN: I have yours of the 27th instant, in the matter of furnishing box cars for cement.

"I beg to assure you that we are doing everything that we reasonably can in the matter of furnishing cars for cement and all other commodities. You, of course, appreciate the tremendous shortage of this class, as well as other classes of equipment, and also that the Interstate Commerce Commission have issued instructions for the forwarding of box cars in very considerable quantities to the west empty to protect the grain situation. It is impossible for us to fill the orders of our patrons for this class of equipment. The very best we can do is to give a proportionate distribution of the equipment that is available; at the same time we are doing better than about fifty per cent.

"It is, of course, entirely out of the question for us to assign cars specifically for any particular consignee. We can only give to the Cement Company their percentage of the total cars available and they will have to then consign them as best suits their requirements.

"I regret that I cannot give you any further encouragement in this matter, but will have our people do whatever they reasonably can.

"Yours very truly, F. M. Falek, General Manager."

[fol. 2884]

DEFTS' Ex. No. D-707

"Knickerbocker Portland Cement Company, Inc.

"New York City

"June 10, 1920.

"DEAR MR. NAYLOR: Regarding my recent visit to Johnstown on Wednesday and my reason for not calling you was that we had arranged that if the Cosgrove Company were unable to have anything which would interest you, I was not to call you. They did, however, offer me 8 cars of slack and 10 cars of Runamine, which were on wheels and ready to be shipped, and this coal would meet our requirements very nicely as far as the analysis are concerned but the price asked was my reason for not doing anything. The price they wanted was \$9.50 f. o. b. mines, and I assumed it would take the \$2.70 rate.

"The coal situation as I learned from several men in Johnstown will become more critical and the prices will go higher. This information came from very reliable sources, such as Mr. Lloyd of the Oakridge Coal and Coke Co., and Mr. Cosgrove of the Cosgrove Co., Mr. Darlington of the Whitney Kemmer Co.

"I also met Mr. A. C. James who is connected with the State of Pennsylvania, the Mining Department, and whom I have known for some time. His position necessitates him visiting every coal mine in the State of Pennsylvania and therefore he would naturally know conditions. He states that if relief is not given the companies regarding coal supply, it was his idea that several large manufacturing concerns would be required to close their plants.

"I did, however, give Mr. James the analysis of the coal we required and told him to advise you in the event, if he heard of any coal which we might be able to secure.

"The Cosgrove Co. will undoubtedly quote you from time to time. I have also given them Mr. White's Hudson address.

"Hoping this information will be of considerable value to you, I remain,

"Yours very truly, B. F. Abbott."

[fol. 2885]

DEF'TS' Ex. No. D-708

"June 15, 1920.

"DEAR MR. WHITE: When at Pittsburgh last week I placed an order with the Westmoreland Coal Company for 25 cars at \$8.25 per ton F. O. B. mines.

"Most of the coal will be shipped at the short rate, but in order to secure the entire shipment it may be necessary to ship some of the cars under the long rate. They assured me that this would not be done unless absolutely necessary to fill the order.

"Yours very truly, — — —, President. ADN:ENJ.

Copies to O. E. Wasson, A. S. Jewett.

[fol. 2886]

DEF'TS' Ex. No. D-709

June 16, 1920.

DEAR MR. WASSON: Referring to your letter of June 15th with regard to the coal situation, the coal market has simply gone wild and prices are now ranging from \$9.00 to \$10.50 per ton. I don't know where this thing will stop, but I notice in the New York papers this morning that the Attorney General and the Interstate Commerce Commission were in conference to see what could be done to relieve the situation, and there may be an embargo declared, or placed, on coal exports, which should somewhat relieve the situation.

Of course, the coal operators and jobbers contend that an embargo on export shipments will not help very much, but I am of the opinion that it will have quite a good effect, and while it will not entirely relieve the conditions it will certainly make more coal available and the prices may go down.

We simply cannot pay the present high prices and make any money, but I feel that the placing of the order for 25 cars in addition to the 20 placed with Mr. McCann, was a very good move under the circumstances, and if the coal under order comes through we should be reasonably safe for the next four or six weeks.

I understand that the Interstate Commerce Commission are receiving all kinds of complaints from associations representing industries, governors of states, and individual manufacturers, and I firmly believe that something will surely be done within the next thirty days to furnish relief.

However, we must not relinquish our efforts to secure coal, for if our guess is not right and there is no relief furnished within the next thirty days we will be up against it and will probably have to shut down. Therefore, I want you to keep right after it, having Mr. White send out inquiries each day with a view to securing quotations for immediate shipment. I should like to have you get in touch with me on the telephone whenever you get any satisfactory quotations, so that we can decide what is best to be done.

Mr. Snider, Coal Traffic Manager of the N. Y. C. Railroad, advised me this morning that the N. Y. C. had practically stopped confiscating coal, only taking a few cars here and there.

I admit that at the present time the situation does not look very flattering, but it is always darkest before dawn and I hope that within the next ten days we will begin to see some relief.

While it might have been well to have placed orders for 50 cars of coal at \$8.25 per ton, it was impossible to secure but 25 at that time. I have given the Westmoreland Coal Company an open order to try to get us an additional 20 cars of coal for immediate shipment, and they have promised to give us first call on any orders they have.

Yours very truly, ———, President. ADN:ENJ.

[fol. 2887]

DEF'TS' EX. NO. D-710

"Knickerbocker Portland Cement Company, Inc.

"Hudson, N. Y., June 15, 1920.

"DEAR MR. NAYLOR: I am enclosing letter which I received from the Franklin Coal & Coke Co.

"In looking over the telegram which we received in answer to our inquiry, I find they run about as follows:

"Lawsonham Coal Co., cannot quote.

"Continental Fuel Corp., nothing to offer.

"Northern Coal Mining Co., 10 cars, \$9.00-\$2.50 freight rate.

"Frontier Mining Co., 25 cars, \$9.00-\$2.23 freight rate.

"Fairview Mining Co., \$9.00 Clearfield freight rate.

"In view of the situation I think you were quite wise in placing an order for 25 cars at \$8.50. The railroads are confiscating coal again and it is possible we should have purchased 50 cars instead of 25. However, the price is so exceedingly high that it makes me hesitate to want to purchase coal at this price. I realize though if we are going to keep our factory running we must have some coal coming in to us until such a time as we can see whether or not the market is going to break.

"Very truly yours, ———, Superintendent. OEW:MVT."

[fol. 2888]

DEF'TS' EX. No. D-711

"July 1, 1920.

"Mr. John H. Wickersham, Lancaster, Penna.

"DEAR SIR: We understand from phone conversation of this afternoon that you can take shipments in bulk at Lebanon, and as this will probably expedite shipments we will change over your order and endeavor to get off a few cars in bulk promptly.

"In reference to quoting on 30,000 bbls., we regret to advise that there is no improvement in the shipping situation, and also owing to the uncertain coal supply and cost of same, we cannot form any basis for cost on cement for next year's delivery, and are therefore not in a position to make any quotations at the present time.

"Thanking you, however, for the inquiry and the many courtesies you have extended us, we remain,

"Yours very truly, ———, General Sales Manager.
SNP-W."

[fol. 2889]

DEF'TS' EX. No. D-712

July 2, 1920.

"Mr. Louis Rafetto, President Bath Portland Cement Company, Finance Building, Philadelphia, Pa.

"DEAR SIR: In checking up our coal records, we find we have four cars of steam and twenty-five cars of gas coal on wheels, the last notice of steam coal covers June 19th while gas June 28th.

"On account of not receiving any steam coal since June 24th, we were compelled to close down the entire plant except the Packing Department yesterday when the shift changed at 5:15 p. m., on account of being desperately low on steam coal, in fact, something must be done so we can obtain coal not later than the middle of next week, otherwise we will not have sufficient coal to keep our Packing Department in operation. This will necessitate hauling what little coal we have at our Coal Grinding Department to our Boiler House.

"Will you please advise as to what we may expect in the way of shipments coming forward to keep our steam plant in operation. This we are compelled to do also on account of fire.

"Very truly yours, ———, First Vice-President. FBF-J."

[fol. 2890]

DEF'TS' EX. NO. D-713

"July 2, 1920.

"MR. C. M. Schaeffer, Chief of Transportation, Pennsylvania Railroad Company, Broad Street Station, Phila., Pa.

"DEAR SIR: Below you will find list of cars with dates of shipments loaded with coal which have been shipped from Morgan Mine, West Virginia, by the Virginia & Pittsburgh Coal & Coke Company, shipment originating on the Monongahela Railroad and consigned to us at Bath, Pa., via L. & N. E. delivery:

6/28.	B. R. & P.....	42143
"	B. & O.....	321282
"	P. L.	860368
"	P. R. R.....	351340
6/26.	M. St. P. S. S. M.....	100212
"	B. & O.....	182388
6/25.	N. Y. C.....	408516
"	B. R. & P.....	43252
"	G. E. T.....	35255
"	Erie	22111
"	N. Y. C.....	406492
6/24.	M. K. & T.....	81411
6/22.	Big 4	73731
"	Big 4	79431
"	B. R. & P.....	10875
"	C. & I.....	2454
"	U. R. R.....	1038
6/21.	P. R. R.....	256526
"	P. R. R.....	189891

"We are in urgent need of the above shipments as we are practically out of coal at the present time and for that reason have been forced to shut down our manufacturing department today. Our supply of coal on hand is only sufficient to keep our packing department operating until Tuesday next, July 6th, and unless we receive shipments of coal by that time we will be forced to discontinue packing. This will prevent us making further shipments of cement until the coal arrives. If we are forced to do this it will seriously inconvenience our customers, and will force us to discontinue for the time being all shipments to the Phila. Navy Yard, where we are supplying cement on a very important contract, namely: Dry Dock No. 3. We are calling your attention to this contract in particular for the reason that the Navy Department is in urgent need of shipments.

"Your prompt attention to this matter is absolutely necessary, and we will appreciate it if you will advise us upon receipt of this letter just what you are able to do as far as expediting the movement of this coal is concerned.

"Very truly yours, Bath Portland Cement Co. — — —,
Second Vice President. WDG/H."

[fol. 2891]

DEF'TS' Ex. No. D-714

"Knickerbocker Portland Cement Company, Inc.

"Hudson, N. Y., July 2, 1920.

"DEAR MR. NAYLOR: We enclose herewith, for your information, copies of telegrams received yesterday and today, in response to our request for quotations on coal.

"Very truly yours, B. J. White, Purchasing Department."

"Telegram

"From St. Marys, Pa.

July 1, 1920.

"Referring your wire offer 10 Cars High Volatile coal prompt shipment \$10.50 Net Mines Freight Rate \$2.70 Gross Hudson Upper subject prior sale. Wire if interested.

"Northern Coal Mining Company."

"Telegram

"From Pittsburgh, Pa.

July 2, 1920.

"Telegram received. Cannot offer 25, Offer 5 cars Mine Run \$10.00 Net Mines. Freight \$2.33 Net Ton.

"Fairview Mining Co."

"Telegram

"From Syracuse, N. Y.

July 2, 1920.

"Offer subject prior sale 25 cars High Volatile Mine Run Bituminous Coal \$10.50 Mines prompt shipment. Rate \$2.75 gross. Wire.

"Nanete Coal and Coke Co."

"Telegram

"From Philadelphia, Pa.

July 2, 1920.

"Offer subject prior sale 10 cars Shawmut Bituminous \$10.50 Net Mines.

"W. L. Irish and Co."

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7
4
9

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[fol. 2892]

DEF'TS' EX. No. D-715

"July 6, 1920.

"Mr. Ardean R. Miller, Jr., 500 West Avenue, Rochester, N. Y.

"MY DEAR MR. MILLER: Your telegram of July 3rd from Pittsburgh received. I appreciate your wiring me about the conditions. I am buying coal when I can get it, but at the present prices we may find it necessary to shut down the plant. I wish you would write me as to the conditions mentioned in your telegram.

"With kind regards, I remain,

"Yours very truly, ———, President. ADN:ENJ."

[fol. 2893]

DEF'TS' EX. No. D-716

"Telegram

Pittsburgh, Penn., 9.30 A. —., July 3, 1920.

"A. D. Naylor, % Knickerbocker Cement Co., 30 East 42 St., New York:

Coal situation very acute advise buying looks like general tieup.

A. R. Miller, Jr."

DEF'TS' EX. No. D-717

"July 7, 1920.

"Baltimore & Ohio Railroad, Baltimore, Md.

Attention Car Record Office

"GENTLEMEN: Will you kindly advise whether or not the following cars of coal consigned to us at Bath, Pa., from the points shown originating on your lines and routed B. & O.—P. & R.—L. & N. E. are still on your lines. If they are, will you kindly see that they are delivered to your connecting lines as we are desperately in need of coal, in fact, our plant is shut down at the present time on account of not having any coal.

When shipped	Originating point	Car No. & initial
6/19/20	Bird, Pa.....	P&R 73369
6/19/20	".....	PRR 701839
6/19/20	".....	B&LE 7732
6/30/20	".....	B&O 232578
6/ 8 /20	".....	PRR 209058
6/17/20	".....	B&O 231626

When shipped	Originating point	Car No. & initial
7/ 3 /20	Peerless, W. Va.....	NYC 413124
7/ 3 /20	".....	NYC 403459
7/ 3 /20	".....	PMcK&Y 28850
7/ 3 /20	".....	T&OC 25609
6/14/20	Kingmont, W. Va.....	Erie 27090
6/15/20	".....	PRR 289659
6/18/20	Frances, W. Va.....	Erie 51475
6/19/20	".....	CNJ 60634
6/19/20	".....	CNJ 60026
6/19/20	".....	B&O 27637
6/21/20	Morgan, W. Va.....	PRR 256526
6/21/20	".....	PRR 189891
6/22/20	".....	Big 4 73731
6/22/20	".....	Big 4 79431
6/22/20	".....	BR&P 10875
6/22/20	".....	C&I 2454
6/22/20	".....	VRR 1038
6/24/20	".....	MK&T 81411
6/25/20	".....	NYC 408516
6/25/20	".....	BR&P 43252
6/25/20	".....	GET 35255
6/25/20	".....	Erie 22111
6/25/20	".....	NYC 406492
6/26/20	".....	MstPSSM 100212
6/26/20	".....	B&O 182388
6/28/20	".....	BR&P 42143
6/28/20	".....	B&O 321282
6/28/20	".....	PL 860368
6/28/20	".....	PRR 351340
7/ 2 /20	".....	PRR 345341
7/ 2 /20	".....	PRR 191985
7/ 2 /20	".....	PRR 356201
7/ 2 /20	".....	PL 742801

"Very truly yours, — — —, First Vice-President. FBF/J
ANG."

[fol. 2894]

DEF'TS' Ex. No. D-718

"July 7, 1920.

"Mr. O. W. Stager, Supt. Transp. Philadelphia & Reading Railroad,
Reading Terminal, Philadelphia, Pa.

"DEAR SIR: Will you kindly advise whether or not the following
cars of coal consigned to us at Bath, Pa., from the points shown
routed B&O—P&R—L&NE are still on your lines. If they are,
will you kindly see that they are delivered to your connecting lines

as we are desperately in need of coal, in fact, our plant is shut down at the present time on account of not having any coal.

When shipped	Originating point	Car No. & initial
6/19/20	Bird, Pa.....	P&R 73369
6/19/20	"	PRR 701839
6/19/20	"	B&LE 7732
6/30/20	"	B&O 232578
6/ 8/20	"	PRR 209058
6/17/20	"	B&O 213626
6/14/20	Kingmont, W. Va.....	Erie 27090
6/15/20	"	PRR 289659
6/18/20	Frances, W. Va.....	Erie 51475
6/19/20	"	CNJ 60634
6/19/20	"	CNJ 60026
6/19/20	"	B&O 27637

"Very truly yours, — — —, First Vice-President. ANG/J."

[fol. 2895]

DEF'TS' Ex. No. D-719

"July 7, 1920.

"Mr. R. C. Morse, Supt. of Freight Transportation Pennsylvania Railroad, Philadelphia, Pa.

"DEAR SIR: Will you kindly advise whether or not the following cars of coal consigned to us at Bath, Pa., from the points shown routed B&O, PRR, L&NE are still on your lines. If they are, will you kindly see that they are delivered to your connecting lines as we are desperately in need of coal, in fact, our plant is shut down at the present time on account of not having any coal.

When shipped	Originating point	Car No. & initial
7/ 3 /20	Peerless, W. Va.....	NYC 413134
7/ 3/ 20	"	NYC 403459
7/ 3/ 20	"	PMcK&Y 28850
7/ 3/ 20	"	T&OC 25609
6/21/20	Morgan, W. Va.....	PRR 256526
6/21/20	"	PRR 189891
6/22/20	"	Big 4 73731
6/22/20	"	Big 4 79431
6/22/20	"	BR&P 10875
6/22/20	"	C&I 2454
6/22/20	"	VRR 103A
6/24/20	"	MK&T 81411
6/25/20	"	NYC 408516
6/25/20	"	BR&P 43252
6/25/20	"	GET 35255

When shipped	Originating point	Car No. & initial
6/25/20	Morgan, W. Va.	Erie 22111
6/25/20	"	NYC 406492
6/26/20	"	MStPSSM 100212
6/26/20	"	B&O 182388
6/28/20	"	BR&P 42143
6/28/20	"	B&O 321282
6/28/20	"	PL 860368
6/28/20	"	PRR 351340
7/ 2 /20	"	PRR 345341
7/ 2 /20	"	PRR 191985
7/ 2 /20	"	PRR 356201
7/ 2 /20	"	PL 742801

"Very truly yours, ———, First Vice-President. ANG/J."

[fol. 2896]

DEF'TS' Ex. No. D-720

"August 10, 1920.

"Mr. John J. McCann, Poughkeepsie, N. Y.

"DEAR MR. McCANN: I wish to confirm my order for twenty cars of coal to be shipped at once, price \$10.50 per ton f. o. b. mines. It is understood that the analysis of this coal will meet our requirements. Our mill is down on account of lack of coal, and I wish you would have the cars shipped immediately, if possible.

"Yours very truly, ———, President. ADN.—ENJ."

[fol. 2897]

DEF'TS' Ex. No. D-721

"August 25, 1920.

"DEAR MR. WASSON: Referring to your letter of August 24th with regard to orders for coal that have been placed, Mr. White has been advised of each order but evidently he has either overlooked or misunderstood my letters.

"In order to make the matter clear, I am listing the orders that have been placed:

John J. McCann, 30 cars at \$10.50

John J. McCann, 30 cars at \$11.00.

John J. McCann, 10 cars at \$11.75.

Westmoreland Fuel Company, 27 cars at \$10.75.

Ardean R. Miller, Jr., 40 cars at \$11.00.

Frontier Mining Company, 20 cars at \$10.50.

Stewart & Hammer, Inc., 10 cars at \$8.50.

Stewart & Hammer, Inc., 5 cars at \$10.50.

Fairview Mining Company, 5 cars at \$10.50.

Fairview Mining Company, 5 cars at \$10.25.

"Of course some of this coal may not be shipped, but I am in hopes that a greater part of it has already been forwarded so as to get ahead of the freight increase.

"As I explained in my other letters, these are the orders that I have placed. In addition thereto, coal is now en route on old orders placed at the cheaper prices. Therefore, if we get the coal that I have ordered and in addition thereto the coal now en route placed on other orders, we should have a sufficient supply to run the plant full for the month of September. It seems to me that this coal ought to be showing up at the mill within a few days.

"Yours very truly, ——— ADN:ENJ."

[fol. 2898]

DEF'TS' EX. No. D-722

"Knickerbocker Portland Cement Company, Inc.

"Hudson, N. Y., Aug. 24, 1920.

"DEAR MR. NAYLOR: Replying to your letter Aug. 23rd regarding the amount of coal purchased, I am indeed pleased to know that you have made quite a few purchases of coal. In checking over the daily report which Mr. White makes out, I find we do not show the amount of coal on this report that you have purchased, and I am wondering if it would not be advisable to have a list of purchases made in order to make our report complete.

"Very truly yours, O. E. Wasson, Superintendent."

[fol. 2899]

DEF'TS' EX. No. D-723

"The Allentown Portland Cement Co.

"Allentown, Pennsylvania

"August 20, 1920.

"Col. J. W. Fuller, President Allentown Portland Cement Co., Catasauqua, Pennsylvania.

"DEAR SIR: The coal situation has again tightened up as the B. & O. Railroad have embargoed the P. & R. Railroad. The embargo is more rigid for the moment than it has been at any other time this year, as the P. & R. Railroad locomotive fuel has also been embargoed.

"We have had the question of our coal supply up with both the P. & R. and B. & O. officials, but we have secured nothing definite from them except that they hope to have the situation cleared sufficiently by Monday to permit our coal to come along uniformly. This has put us in a position where we have had again to cut down kiln operation.

"On Wednesday evening during a heavy rain storm, a bolt of lightning burnt off several of our cables and shut the plant down until repairs could be made. This, together with the abnormal amount of heavy rains, have held up the plant operation, and made things very difficult to keep going uniformly.

"About everything that can happen to retard the output, has happened, so if we are successful from now on in getting sufficient coal to keep going uniformly, we will show a better production for the next few months.

"Very truly yours, Allentown Portland Cement Company.
J. T. Phelan, Vice-Pres. & Genl. Manager."

[fol. 2900]

DEF'TS' EX. No. D-724

"Interstate Commerce Commission

"Bureau of Service

"Washington

102,294.

"October 9, 1920.

"Giant Portland Cement Co., 603 Pennsylvania Bldg., 15th & Chestnut Streets, Philadelphia, Pa.

"DEAR SIR: On account of the prevailing shortage of coal for domestic purposes, the Commission finds it necessary before freezing weather sets in, to insure an adequate supply of coal carrying equipment at all coal mines while this emergency continues.

"In order that this may be accomplished, it will be necessary to discontinue the use of this class of equipment in the transportation of material covered by your permit until after such requirements have been met.

"Under these circumstances, your permit will be discontinued, effective October 11, 1920.

"Yours truly, F. G. Robbins, Director."

[fol. 2901]

DEF'TS' EX. No. D-725

"Philadelphia & Reading Railway Company

"Reading Terminal, Philadelphia

"October 23, 1920.

"Mr. Robert C. Lea, President Calcite Quarry Company, 426 Stephen Girard Building, Philadelphia, Pa.

"DEAR SIR: Your letter of October 22nd, making application for 12 open top cars weekly to be placed at your quarry, Myerstown, Pa.,

for shipment of limestone to the Giant Portland Cement Company, Egypt, Pa., has been received.

"In reply would say that on account of I. C. C. Service Order No. 20, all coal carrying cars have been withdrawn from all other trade except for coal unless the movement is in the direction of the coal mines, has made it impossible to supply sufficient cars for the shipments of limestone to which you refer, and as the movement to Egypt is not in the direction of the mines, it will be necessary to secure a permit from the Interstate Commerce Commission for us to supply cars with sides 38" and over in order that the shipments may move regularly.

"Yours very truly, O. W. Stager, Superintendent Transportation."

[fol. 2902]

DEF'TS' Ex. No. D-726

N. Y., March 1, 1920.

"Mr. C. M. Edwards, Mr. W. H. Bigbie:

"We will mail either today or tomorrow to all dealers in your territory quotations bearing date of March 1st, quoting price on one carload for immediate or 15 day shipment, based on \$1.75 bulk Lehigh Valley, \$1.85 Bulk Hudson, or \$1.85 Universal, whichever makes the lowest delivered price (15 cents sacks) in an endeavor to pick up some dealer warehouse business.

"It is possible that we will accept a few contracts on this basis, but please do not so commit the company without first communicating with this office.

"Please acknowledge receipt and advise your understanding.

"R. A. W."

[fol. 2903]

DEF'TS' Ex. No. D-727

"Saranac Lake, March 4, 1920.

"Mr. A. D. Naylor, Prest. Knickerbocker P. C. Co., Inc., New York, N. Y.

"DEAR SIR: Enclosed please find an Edison quotation sent to W. D. Wilson, Tupper Lake, N. Y., quoting on \$1.75 Lehigh base. I am sending you the same as the price quoted does not look as if they raised their price 25 cents a barrel:

"Yours very truly, J. A. Feeks."

"Edison Portland Cement Co., New York City

"Mr. W. D. Wilson, Tupper Lake, N. Y.:

"We quote you on Edison Portland Cement, delivered in car-load lots f. o. b. cars station named above as follows:

"In cloth sacks \$3.00 per standard barrel (376 lbs. net) including four (4) sacks.

"In paper bags 35 cents per barrel less than cloth price.

"Terms of Payment—On approved credit, net thirty days, or five cents (5c.) per barrel discount for payment in full, including sack deposit, within ten days from date of invoice.

* * * * *

"Yours very truly, Edison Portland Cement Co."

[fol. 2904]

DEF'TS' EX. No. D-728

"New York, March 30, 1920.

Mr. Furbush, Mr. Whitton, Mr. Edwards, Mr. Swett, Mr. Bigbie, Mr. Kearney, Mr. Eschenbrenner, Mr. Wight, Mr. Kahn, Mr. Mathesius, Mr. Smith:

"Please discontinue traveling as of the night of March 31st and return to your homes until further notice.

"We are quite a bit behind in shipment in common with all of the manufacturers, and we don't want to take on any more commitments than we have to for immediate shipment until we clean up some of the accumulated orders.

"Please keep us in close touch with your whereabouts so that we can communicate with you at any time by telephone or letter.

"Please acknowledge receipt.

R. A. W."

[fol. 2905]

DEF'TS' EX. No. D-729

"Dexter Portland Cement Company

Nazareth, Pa.

"Confirmation of Telegram Sent This Day

"4/7/20.

"The H. Wales Lines Co., Meriden, Conn.:

"Price Dexter advanced immediately twenty cents per barrel Mail your Form A quotations Dexter dealers only. See fourth paragraph Representatives' Notice one hundred nine.

"Dexter Portland Cement Co."

[fol. 2906]

DEF'TS' EX. No. D-730

Telegram

"Allentown, Pa., April 7, 1920.

"Lehigh Portland Cement Co., Finance Bldg., Philadelphia, Pa.:

"Effective immediately all prices advanced twenty cents per barrel. Advise salesmen.

"Lehigh Portland Cement Company."

DEF'TS' EX. No. D-731

"Giant Portland Cement Company

Philadelphia Office

"April 7, 1920.

"DEAR SIR: Effective today we are making the following base prices: Lehigh Valley, \$1.95; Hudson River, 2.05.

"Cloth bags are to be charged at the rate of fifteen (15c.) cents each.

"The differential in paper will be 35c. per barrel less than in cloth.

"These are prices to dealers.

"Yours very truly, — — —, General Sales Manager.
SNP-N."

[fol. 2907]

DEF'TS' EX. No. D-732

"Bath Portland Cement Co.

Phila., Pa., April 7, 1920.

"Mr. W. J. Kenlon.

"DEAR SIR: We are sending out quotations today to our trade advancing the price twenty (20c.) cents per barrel. When you figure prices, until further notice, use a mill base of \$1.95 net Lehigh Valley or \$2.05 net Hudson, as we understand the Hudson River mills are figuring their prices on this basis, to dealers. Consumers 10c. higher.

"We are still quoting cloth sacks on the basis of 15c. each and paper at the rate of 25c. per barrel, which makes the price of paper 35c. per barrel less than the price in cloth.

"Some of your customers may endeavor to place orders with you at our old price, but we positively will not accept any orders for shipment at our old price that were not received by us in this morn-

ing's mail. We are already about three hundred cars back in our shipments, and for this reason, for our own protection, must discourage dealers placing orders for stock just for the purpose of getting the advantage of the lower price.

"With this increase, however, it will not be our policy to go ahead and take on any new contracts, unless conditions in manufacturing and transportation should improve. We will accept business for current shipment only.

"There is a tendency on the part of some customers to place blanket orders for a large number of cars, shipment of which within the fifteen day period is an absolute impossibility. We are willing to take an order from a customer for one or two cars at current market prices, but when they show a tendency to place orders with us for a large number of cars we will ship same at our current market price provided shipment can be made within fifteen days from date of order, but we will not guarantee any prices for a period longer than fifteen days from date of order unless it would be for a car or two at the most. Of course this pertains only to current business, and has nothing whatever to do with orders you receive account of contracts already filed.

"Should there be anything in these instructions not absolutely clear, kindly take it up with us at once.

"Very truly yours, Bath Portland Cement Co. W. G. Dutton, Second Vice-President."

[fol. 2908]

DEF'TS' EX. No. D-733

Telegram

"30 East 42nd Street,

"New York City, April 7, 1920.

"W. H. Watson, 360 Bainbridge St., Brooklyn, N. Y.:

"Raised price today two dollars Lehigh Valley two dollars ten cents Hudson.

"Pennsylvania Cement Company."

[fol. 2909]

DEF'TS' EX. No. D-734

Edison Portland Cement Co.

"Price Memorandum

"April 8, 1920.

"Effective today, price on Edison Portland Cement for immediate or fifteen days shipment, will be based on \$1.95 Lehigh Valley; \$2.05 Hudson.

"Cloth sacks to be on a fifteen cent basis all over the territory, with the exception of the State of Ohio, where twenty-five cent cloth sacks will apply.

"Price for Greater New York delivery in boat-load lots of not less than 1,000 barrels, within the New York Harbor lighterage limits, \$2.95 per barrel, alongside dock, including fifteen cent cloth sacks.

"Where all rail rates from Lehigh Valley, Hudson or Alsen, to points adjacent to the water make a less rail price, the rail rate will govern. This will apply to some points on Staten Island and the Hudson River.

"To rail delivery points on the Long Island Railroad, Boroughs of Brooklyn and Queens, the Lehigh Valley base, plus all rail rates, will govern.

"There will be no water delivery rate at Far Rockaway and points on that side of Queens as water deliveries are not practical. If water deliveries are made to Far Rockaway and nearby points, the actual cost of lighterage will be figured unless such costs make a price which is higher than the price based on Lehigh Valley plus all rail rates.

"Where rail delivery on the Long Island Railroad is required, adjacent to water delivery points, two prices will be made; one based on \$2.05 Hudson, plus thirty cents water rate, plus bags; the other based on \$1.95 Lehigh Valley, plus bags, plus all rail rate.

"All prices made for shipment in cloth bags for other than immediate shipments, are to be subject to change in sack value."

[fol. 2910]

DEF'TS' Ex. No. D-735

(Copy for Mr. S. G. McConnell.)

"April 7, 1920.

"F. B. McKenna, N. Y. C.:

"Mr. Widener telephoned this morning that he saw prices on Alpha 20¢ above the market, at the offices of E. W. Dersheimer & Son, Pittston, Pa., and the Taylor-Duryea Lumber Co. of Duryea, Pa.

W. A. M."

DEF'TS' Ex. No. D-736

"The Atlas Portland Cement Co.

"New York

"For the attention of John R. Morron, President.

"New York, April 8, 1920.

"During the past few days we have learned from the trade in various sections, including New England, New York City, New York State and the Philadelphia territory, that Alpha, Phoenix,

Penn-Alien and two or three other cement companies have increased their price 20 cents a barrel.

"A typical reflection of this occurred in Boston where one of the dealers called us up and asked us to take a ten thousand barrel order for immediate shipment.

"I have also seen three Atlas dealers, all of whom had been informed by some of our competition of a 20 cents increase in price.

L. R. B."

[fol. 2911]

DEF'TS' EX. No. D-737

"Salesman's Special Daily Report

"Report of interview with: Name: Mr. Boeye.

"Business Concerning (Subject:) Pennsylvania Cement Co. quoting Buffalo dealers 3.09 f. o. b. Buffalo as of today.

"Mill Base: 2.10 Hudson.

" " 2.00 Universal.

"This information from Meech, also Billy Gardiner of Monarch Bldrs. Supply. Sam Pierce & Shirley of John W. Cawper Co. also got same. Harry Jennings recd. same today.

"Town: Buffalo, N. Y. Date: 4/8/20. Salesman: Wm. H. Jones."

DEF'TS' EX. No. D-738

"New York Office, April 8, 1920.

"We are issuing quotations today in the form of the attached letter, basing prices on 1.95 Lehigh, 2.05 Hudson, plus 60 cents for sacks and freight and war tax to destination.

"The attached copy of letter to the salesmen will indicate our understanding of the present price situation.

R. H. S."

[fol. 2912]

DEF'TS' EX. No. D-739

"The Atlas Portland Cement Company

"Widener Building, Philadelphia

"April 8, 1920.

"GENTLEMEN: For your immediate acceptance, we quote you on Atlas Portland Cement per barrel, f. o. b. station named in address, subject to a cash discount of 5 cents per barrel for payment within 10 days from date of invoice.

"This price is limited to a single carload and includes the value of four (4) cloth bags, returnable at 15 cents each in accordance with our customary terms.

"Any orders placed at the above price are subject to our other usual terms and conditions and to the following restrictions:

"(1) Delay in shipment owing to past and present shipping conditions.

"(2) Charging for cloth sacks at our current price for cloth sacks at the time of shipment.

"(3) Subject to any change in existing freight rates.

"Our price for the present in paper sacks is 35 cents per barrel less than the above price in cloth sacks. We anticipate a shortage of cloth sacks and if you will permit shipment in paper, it will help us to avoid a shortage of cloth sacks and will probably enable us to ship you the cement sooner than we could promise to do in cloth sacks. If you can take shipment in paper, please advise us right away.

"This price does not apply on any specific jobs which require delivery over a period of time. Please do not quote your customers any prices based on this quotation but take up with us any jobs on which you wish to name a price.

"We have also advanced our price on Atlas White Portland Cement and will be glad to send you a quotation on this product if you so desire.

"We regret that we are obliged to couple our quotation with restrictions but we hope by them to protect both you and ourselves against any further change in conditions which might work a hardship.

"Yours very truly, The Atlas Portland Cement Company."

[fol. 2913]

DEF'TS' EX. NO. D-740

"The Atlas Portland Cement Co.
Philadelphia, Pa.

"For the attention of L. G. McConnell, N. Y. C.

"Philadelphia, April 9, 1920.

"As per instructions given on the telephone, quotations have gone out to dealers on basis of \$1.95 bulk Northampton for all territory in Philadelphia and Central Districts—the attached letter being used instead of quotation blanks. There were mailed and dated yesterday.

"In sending these out, we quoted only dealers sold in 1919 and 1920.

"We will not send out quotations to the other dealers on our Mailing List unless so instructed.

"You understand, of course, our last quotation to them, being for immediate acceptance, has expired and we have no obligations

to take orders from such dealers. If they send in orders, we will decide whether to quote on new basis or turn down altogether in each individual case.

F. B. M."

[fol. 2914]

DEF'TS' Ex. No. D-741

Telegram

"April 8, 1920.

"Mr. Frank H. Smith, c/o Berry & Ferguson, 158 Devonshire St., Boston, Mass.:

"Lehigh advance quotations issued Nazareth, Phoenix and Hercules out today.

"R. A. Pruden."

DEF'TS' Ex. No. D-742

Telegram

"New York, April 9, 1920.

"Mr. W. G. Zipp, 340 Augustine Street, Rochester, N. Y.:

"Advanced prices ten cents effective today making present price one ninety five Hudson, One eighty five Valley plus twenty five cent bags.

"Coplay Cement Mfg. Co."

[fol. 2915]

DEF'TS' Ex. No. D-743

"April 9, 1920.

"Mr. L. R. Cutler, Freeport, N. Y.

"DEAR SIR: We have advanced prices today ten cents per barrel, making the dealer's base price f. o. b. Valley \$1.85 in bulk plus twenty-five cent bags.

"Other mills have advanced twenty cents per barrel, but as they are still quoting in fifteen cent bags, we will allow the above basis to stand for the present. The difference of ten cents per barrel will more than offset the higher price of our bags.

"Very truly yours, Coplay Cement Mfg. Co. — — —,
General Sales Manager. JFT:AG."

[fol. 2916]

DEF'TS' EX. No. D-744

"April 16, 1920.

"Sydney R. Kepner & Co., Pottstown, Pa.

"GENTLEMEN: In accordance with telephone conversation with your office this morning, we have entered your order for shipment of one car of Phoenix Portland Cement in paper bags to be shipped to F. H. Keiser & Co., E. P. S. I. Siding, Spring City, Pa., via PRR, the price to be \$2.57 per barrel in paper f. o. b. Spring City, Pa.

"While we will make every effort to get this car out promptly, yet you know that the present railroad strike has completely tied up our plant and it is uncertain how soon we will be able to move freight. You may be sure, however, that we will do the best we can.

"Yours very truly, ———, General Sales Manager. C. H. Cox/FC."

DEF'TS' EX. No. D-745

"Giant Portland Cement Company

"Philadelphia Office

"April 17, 1920.

"DEAR SIR: Effective at once and until further advised, please discontinue taking any new orders, either for spot or future shipment. This, of course, does not apply on shipments against contracts, as we expect to take care of contract obligations to the best of our ability.

"Kindly acknowledge receipt.

"Yours very truly, ———, General Sales Manager. SNP-N."

[fol. 2917]

DEF'TS' EX. No. D-746

"New York, May 3, 1920.

"From: Mr. E. B. Goode, Jr.

"To: Salesforce:

"Subject: Price changes on Hercules Cement and sacks.

"Effective at once and until further notice use following basing point prices when quoting Hercules Cement in cloth to dealers: Lehigh Valley, \$2.95; Hudson, \$3.05.

"We will only use the two basing points above for quoting and all points not covered by these two basing points, you will quote Lehigh Valley base plus actual freight from Hercules to destination. You will note that the above prices include sacks at 25c. each and same will be returnable at 25c. each subject to our usual conditions governing returned sacks.

"Shipments in paper will be charged at 70 per barrel less than the above prices.

"Please note: When quoting for delivery at water points in greater New York, the freight rate charged from Hudson is now 30c. per barrel instead of the old rate of 20c.

"—— ———, Sales Manager.

"P. S.—The above is for your information only and does not in any way affect previous instructions as to quoting or accepting new business either on contract or for stock.

"EBG/WFO.

"Mr. Kind, Bailey, Holcombe, Grebe, Van Every, Bedell, Fehling, Lockwood, MacCarey, White, French."

[fol. 2918]

DEF'TS' EX. NO. D-747

"Nazareth Cement Company

"Inter-Department Correspondence

"Boston Office

5/29/20.

"To Mr. J. A. Horner, Nazareth, Penn.:

"The Edison Company has a notice in the hands of their customers this morning showing a consumers' price of \$3.80 per bbl. for delivery at Boston, Mass., in 25 cent bags. The dealer's price at this point is the same with a 10% allowance after the deduction of bags, or 28 cents commission.

"Vulcanite has a notice in the hands of their trade, stating that prices will be those prevailing at time of shipment, but do not mention any figures.

"Presume we will hear from you.

"Very truly yours, John W. Ramsay."

[fol. 2919]

DEF'TS' EX. NO. D-748

"The Allentown Portland Cement Company

"Allentown, Pennsylvania

"June 16, 1920.

"Salesmen:

"Salesmen not traveling. No written notice to them.

"Effective at once figure all prices at \$2.25 per barrel, f. o. b. mill, plus bags and plus freight.

"Very truly yours, Allentown Portland Cement Company,
Sales Department. F. A. Weibel-K."

DEF'TS' EX. NO. D-749

Telegram

"Allentown, Pa., June 18, 1920.

"Lehigh Portland Cement Co., Finance Bldg., Philadelphia, Pa.:

"Effective immediately all prices advanced thirty cents per barrel. Advise salesmen.

"Lehigh Portland Cement Company."

[fol. 2920]

DEF'TS' EX. NO. D-750

"Edison Portland Cement Co.

"Change in Price of Edison

"June 21, 1920.

"Effective this date, price on Edison to dealers will be based as follows: \$2.25 net Lehigh Valley; \$2.35 net Hudson or Alsen.

"Add \$1.00 per barrel for shipment in cloth sacks and 25 cents per barrel for shipment in paper sacks.

"All delivered prices will include a dealer's trade discount of 10% exclusive of the value of the package.

"The cash discount will remain at 5 cents per bbl. for payment within ten days after date of invoice.

"Any orders accepted will be subject to indefinite delay in shipment, price to be that in effect for Edison Company when shipment is made.

"No change in the water rate schedule of April 8th, 1920."

[fol. 2921]

DEF'TS' EX. NO. D-751

"The Atlas Portland Cement Co.

"New York

"For the attention of Mr. L. R. Burch.

"New York, June 19, 1920.

"Campbell Morell Company—Mr. Clinton—called up this morning and said they had a Bath quotation dated yesterday, quoting price of \$3.62 per barrel cloth f. o. b. Passaic—70 cents per barrel less in paper—5 cents per barrel cash discount payment in 10 days. Nothing was said about differential or other terms and conditions.

"This is on basis of \$2.25 Lehigh Valley—\$1.00 bags."

[fol. 2922]

DEF'TS' EX. No. D-752

"Boston, Mass., June 18, 1920.

"The Atlas Portland Cement Company, 30 Broad Street, New York City:

"McConnell—Message (Penn-Allen) quotation out today. Price advance in Boston Cereal (30¢) per barrel effective at once.

F. A. Boeye."

[fol. 2923]

DEF'TS' EX. No. D-753

"Knickerbocker Portland Cement Company, Inc.

"New York City

"June 18, 1920.

"To our customers:

"Effective at once the present price of 'Knickerbocker' Portland Cement is increased forty (40¢) cents per barrel, with sacks redeemable at 25 cents each. Terms and other conditions to govern as noted on the reverse of this sheet. The price in paper sacks will be 70 cents per barrel less than in cloth sacks.

"All sacks shipped after June 21st will have the figures twenty-five (25) in a circle on the back of the sack to distinguish them from the sacks previously shipped which were charged at 15 cents each.

"Sacks at present outstanding will be redeemed on the basis of price at which they were charged.

"Very truly yours, Knickerbocker Portland Cement Company, Inc. W. M. Floring, Sales Department."

[fol. 2924]

DEF'TS' EX. No. D-754

"The Atlas Portland Cement Co.

"New York

"For the attention of Mr. Van Wagner.

"Buffalo, New York, 6/21/20.

"While in office of C. B. Whitmore Co. at Lockport, N. Y. I saw a Vulcanite quotation dated June 18, 1920, and the price was \$3.74 with 25 cents bags, this being 30 cents over our price at that point.

"M. C. Wall."

"6/21/20.

"Mr. Burch:

"Effective today Lehigh, Alpha, Vulcanite & Edison & Coplay have increased export prices to:

"\$3.53 Jersey City.

"\$3.73 Fas.

"Prices made up as follows:

"Bulk	\$2.25
"Pck.	1.00
"Freight to J. C. ....	.28
"Lighterage .....	.20

\$3.73 alongside.

"Increase is 30 cents bbl. of 400 gross, 376 net."

[fol. 2925]

DEF'TS' EX. No. D-756

"The Atlas Portland Cement Co.

New York

For the attention of Mr. L. R. Burch.

"New York, June 22, 1920.

"We had a wire yesterday from Buffalo salesman, that Vulcanite, Hercules and Allentown companies had advanced their prices in Buffalo 30c. a barrel, to basis \$2.25 Lehigh Valley.

"So far we have checked an increase of 30c. a barrel in prices of the following companies: Alpha, Coplay, Bath, Penn Allen, Pennsylvania, Dexter, Vulcanite, and a 40c. per barrel increase on Knickerbocker, all subject to 5c. cash discount.

"We have checked Lehigh prices in Newark, Boston and New York City—30c. per barrel higher than their last previous quotations, which prices seem to figure \$2.25 Lehigh Valley, or \$2.35 Hudson.

L. G. M."

[fol. 2926]

DEF'TS' EX. No. D-757

"Salesman's Special Daily Report

Report of interview with Mr. Van Wagner concerning cement prices.

Saylor and Bath both up 30 cents at Bflo.

Town: Bflo, N. Y. Date: 6/23/20.

Salesman: W. H. Jones."

DEF'TS' EX. NO. D-758

"Eastern Dists.

"June 23, 1920.

"In confirmation of our conversation this morning you are arranging today to send a list to each one of the mills of all trade orders you have at the mills which were taken subject to current market price at time of shipment. This list is for the purpose of advancing the price on all of these orders 30c. a barrel—\$2.25 Northampton; \$2.35 Hudson plus \$1.00 bags. Invoices on shipments made today will be rendered on basis of the price shown in this list. A copy of this list is also to come to me.

"As soon as you get this out of the way, you had better start putting through corrections on these orders so that they will be right up to date as soon as we can get them that way.

LGM:H."

[fol. 2927]

DEF'TS' EX. NO. D-759

"Eastern Dists.

"June 24, 1920.

"Referring to my memorandum of yesterday regarding changing prices on trade orders at the mills.

"As fast as you receive notification of shipment of any of the orders on this list, you had better write a letter to the customer and tell him what his new price is, advising that this is in accordance with our acknowledgment of his order at the time it was placed.

"I do not believe it would be best to write a letter on orders which will not go out for some time, but be sure that a letter is written when each order is shipped.

"The first of the week we will probably send out a general notice to the trade which will advise them just what our present price is, and will also advise them that this price is effective on orders taken subject to an increase in price, but regardless of this, we will want to send out a special letter on each order at the time it is shipped.

LGM:MH."

[fol. 2928]

DEF'TS' EX. NO. D-760

"Giant Portland Cement Company

"Philadelphia Office

"June 22, 1920.

"DEAR SIR: Effective today we are making the following base prices:

"To Dealers: Lehigh Valley, \$2.25 per bbl.; Hudson River, \$2.35 per bbl.

"Cloth sacks are to be charged at the rate of twenty-five (25c) cents each.

"The differential in paper sacks will be 70c per barrel less than the gross price in cloth.

"The differential in bulk will be \$1.05 per barrel less than the gross price in cloth.

"However, do not make any quotations whatever based on these prices unless authorized by this office.

"Please acknowledge receipt.

"Yours very truly, — — —, General Sales Manager.
SNP-N."

[fol. 2929]

DEF'TS' Ex. No. D-761

"Phoenix Portland Cement Co.

"Philadelphia

"Newark, N. J., June 21, '20.

"Mr. Charles H. Cox, Sales Mgr., Philadelphia Office.

"Re Increase in Price of Cement

"DEAR SIR: Further following up this matter of the last increase in the price of cement, we understand that the following companies have made the 30c increase: Penn-Allen, Lehigh, Bath, and confirming our word of a few days ago we have been shown the Edison letter.

"In taking with Mr. C. Ernsberger today I learned from him that the Dexter Co. has not increased their price up to this morning.

"This for your information.

"Newark Office.

"D. Mackenzie. D. S. M."

[fol. 2930]

DEF'TS' Ex. No. D-762

"June 22, 1920.

"Mr. Donald Mackenzie, District Sales Manager, 618 Essex Building, Newark, N. J.

"DEAR MAC: I thank you for your letter of the 21st instant advising me that Penn-Allen, Lehigh, Bath and Edison have advanced their price. I think Alpha has done so, also, and would ask that you make some inquiries among your customers to confirm this.

"Yours very truly, Charles H. Cox."

[fol. 2931]

DEF'TS' Ex. No. D-763

New York, June 23, 1920.

From: Mr. E. B. Goode, Jr.

To: Sales force.

Subject: Price changes on Hercules Cement.

"Effective at once and until further notice use following basing point prices when quoting Hercules Cement in cloth to dealers: Lehigh Valley, \$3.25; Hudson, 3.35.

"We will only use the two basing points above for quoting and all points not covered by these two basing points, you will quote Lehigh Valley base plus actual freight from Hercules to destination. You will note that the above prices include sacks at 25c each and same will be returnable at 25c each subject to our usual conditions governing returned sacks.

"Shipments in paper will be charged at 70c per barrel less than the above prices.

"Please note: When quoting for delivery at water points in greater New York, the freight rate charge from Hudson is now 30c per barrel instead of the old rate of 20c.

"Sales Manager.

"P. S.—The above is for your information only and does not in any way affect previous instructions as to quoting or accepting new business either on contract or for stock. EBG/WFO.

"Mr. Kind, Mr. Holcombe (advise men), Mr. MacCarey, Mr. Grebe, Mr. Bailey, Mr. White, Mr. Bedell, Mr. Lockwood, French."

[fol. 2932]

DEF'TS' Ex. No. D-764

"Edison Portland Cement Co.

"New York, June 26, 1920.

"DEAR MR. WETZLER: For the past several weeks, I have been going over ways and means to handle the present situation arising out of the high cost of coal and the poor shipments of cement on contracts and orders on hand.

"I want to recite a few facts.

"(1) Last fall we contracted with two of the most reputable coal companies in the business—companies who have had contracts with us for upwards of sixteen years continuously on their books for our full supply of coal for maximum production during the year 1920.

"(2) Due to the shortage of cars for shipment of coal, we have been able to receive, since the first of the year, less than 20% of the coal contracted for, and by checking up these companies who have contracts with us, we know that they are giving us our full allotment of coal based on the car supply.

"(3) In order to produce cement to fulfill our contracts, we have ever since November 1st, been buying spot coal to fulfill our requirements in addition to the coal received on contracts.

"(4) We contracted for coal at the mines at less than \$3.00 per ton for this year's supply and are now, and have been for some time past, paying from \$8.50 to \$10.50 at the mines. Just at present, we are paying an average of \$10.00 per ton.

"(5) The present price of coal, including freight to our mill, makes the coal item included in the cost of cement alone about \$1.25; whereas, in estimating on this year's costs, we had figured as a basis for our selling price only about \$.50 per barrel as our coal cost alone.

"(6) Under present conditions, our cost of producing cement due alone to the increased cost of coal more than \$.75 per barrel in excess of the cost at which we figured our selling price at the first of the year.

"(7) We cannot continue to operate the mill and manufacture cement at such a loss indefinitely.

"Now it seems to me that in justice to ourselves we should curtail our production to such a point as would utilize only the coal which we are receiving on our contracts which would mean about 20% shipments on contracts, dependent upon coal received. I am, however, in doubt as to whether or not we should take such a radical step, having in mind that our customers have work started on which the curtailment of deliveries of cement would cause an undue loss, without first presenting the matter fairly and openly to our customers, asking their advice as to what we should do.

"I have in mind that all our customers would prefer to authorize us to buy spot coal and continue manufacture, charging them for the additional cost to produce on account of the coal situation alone for such time as conditions remain as they are, and I would suggest that you personally interview, if possible, all of our customers with whom we have contracts, laying this matter before them, or, if you find it impracticable to take the matter up personally with all our customers, perhaps write them clearly and fully the details, endeavoring to make clear just what position we are in and just why we are in need of their help to continue delivering cement as fast as the car supply will permit on all of our contracts.

"(Signed) W. D. Cloos, General Manager."

[fol. 2933]

DEF'TS' EX. No. D-765

"Change in Price of Edison

July 1, 1920.

"Effective this date, price on Edison to dealers will be based as follows: \$2.50 net Lehigh Valley; \$2.60 net Hudson or Alsen.

"Add \$1.00 per barrel for shipment in cloth sacks and 25 cents per barrel for shipment in paper sacks.

"All delivered prices will include a dealers' trade discount of 10% exclusive of the value of the package.

"The cash discount will remain at 5 cents per barrel for payment within ten (10) days after date of invoice.

"Any orders accepted will be subject to indefinite delay in shipment price to be that in effect for Edison Cement when shipment is made.

"No change in the water rate schedule of April 8th, 1920."

[fol. 2934]

DEF'TS' EX. NO. D-766

"N. Y., July 1st, 1920.

"Mr. Bigbie, Mr. Wight, Mr. Khan, Mr. Furbush, Mr. Mathesius, Mr. Whitton, Mr. Kearney, Mr. Eschenbrenner:

"Please note the attached copy of letter written me under date of June 26th by Mr. Cloos, our General Manager, outlining how our manufacturing cost has recently advanced 75 cents per barrel through the coal item alone, and that it looks as though as a matter of self preservation, we will have to operate the mill about one-fifth time as contract coal is received unless the trade generally will give us an increase in contract price to enable full mill operation. We have decided before going to the extremity of operating the mill part time, which will make for indefinite delay in shipments, to put the matter squarely up to those with whom we have contracts and have them decide what we are to do—whether they are content to wait indefinitely for cement or if they will authorize an increase in contract price to in a measure offset the huge losses we are now bearing.

"We estimate that based on present costs, we should receive at least \$2.50 bulk at the mill for each and every barrel that is now being shipped to enable us to come out whole. We however are not in a position to ask such price by reason of the fact that the other Lehigh Valley manufacturers are on the basis of \$2.25 bulk at the mill, but we certainly should get an advance in price to the basis of \$2.25 or we will be compelled to take the drastic action of running the mill only as contract coal is received.

"We have lost so much money in our endeavor to fill contracts as placed without asking for relief, that we have reached the point where we absolutely cannot further carry the burden, and as I say, it is up to the dealers and contractors with whom we have commitments to help us out in these high costs or they will have to be content to receive cement as we can make it upon receipt of contract coal.

"I attach a list of contracts in your territory with the request that you start out the beginning of the coming week and personally interview each and every one of the dealers and contractors involved; let them read Mr. Cloos' memorandum to me, and say that we will be very glad indeed to have them look over our records to satisfy

themselves on this matter of costs. I wish you would go with the dealer to interview the contractor, and if necessary, the owner, to explain the situation, pointing out that it is not one of our making and that the conditions are entirely beyond our control. If this is not clear, please call me on the telephone but get busy immediately as I want to have this situation cleaned up by the 10th of July so that we will know which contracts are to be filled as cement is made with contract coal, and which contracts are to be filled on basis of shipment as the car supply will permit based on cement manufactured with spot purchased coal.

“Raw. J. N.

“P. S.—I am attaching several extra copies of Mr. Cloos’ memorandum to me in order that you may if requested leave a copy with the dealer or contractor with whom the matter is discussed.”

[fol. 2935]

DEF’TS’ EX. No. D-767

“N. Y., July 16th, 1920.

“Mr. Whitton, Mr. Furbush, Mr. Kearney, Mr. Bigbie, Mr. Mathesius, Mr. Eschenbrenner, Mr. Wight, Mr. Kahn:

“From information that I have been able to gather, it is evident that practically all of the cement manufacturers in the East have advanced their price to a dealer basis of \$2.50 Bulk Lehigh Valley, \$2.60 Bulk Hudson.

“With this advance in price, our competitors have instituted 10¢ per barrel cash discount allowance (mind you, not the 10% dealer trade discount which we established June 1st, but ten (10) cents per barrel cash discount allowance instead of five (5) cents as heretofore applied.)

“You know, that generally speaking, we have not been taking on business of any character, although we have booked an occasional trade order from some of our old friends, such orders being accepted at the Edison price in effect at time of shipment, also indefinite delay in shipment.

“About three weeks ago, careful analysis of costs indicated that we should get at least \$2.50 bulk at the mill in order to come out whole, and we then wrote all the dealers who had trade orders on file with us that they were then being held at price of \$2.50 bulk at the mill—so you see, the other people have only followed our lead, with this difference—that they have instituted a ten-cent per barrel cash discount allowance, whereas we are still on the five-cent per barrel cash discount basis, although I believe we will institute the ten-cent cash discount allowance August 1st, of which I will write you further a little later on.

“I just want to let all of you men know that while there is practically no business being booked by any of the manufacturers, the

present market to dealers is \$2.50 bulk Lehigh Valley, \$2.60 bulk Hudson.

"Please acknowledge receipt.

R. A. W."

[fol. 2936]

DEF'TS' EX. No. D-768

Telegram

"Allentown, Pa., July 13, 1920.

"Lehigh Portland Cement Co., Ellicott Square Bldg., Buffalo, N. Y.:

"Effective immediately price two fifty Lehigh Valley, two sixty Hudson. Cash discount changed to ten cents.

"Lehigh Portland Cement Company."

DEF'TS' EX. No. D-769

"July 3, 1920.

"L. G. McConnell:

"Mr. Ernstberger of Tompkins Bros., Newark, called up and said he had a quotation from Edison naming price of \$4.12 less 10%. Taking \$1.00 off for bags and 10% off, this figures \$2.81 to dealer, and freight rate of 31¢, which nets the Edison Company \$2.50 at the Valley. This is an advance of 25¢ over our price.

FBM:MH."

Pencil note reads:

JAYNES: Let me know whether you get any dope on this.

F. B. M. 7/3.

[fol. 2937]

DEF'TS' EX. No. D-770

New York Office

July 14, 1920.

L. G. McConnell:

Attached is Lehigh quotation received today by W. S. Simpson, Inc.

RHS.

"Lehigh Portland Cement Co.

Allentown, Pa.

July 13, 1920.

W. S. Simpson, Inc., 101 Milk St., Boston, Mass.:

"We take pleasure in quoting you on Lehigh Portland Cement delivered in carload lots, f. o. b. cars East Cambridge, Mass.

In cloth sacks \$4.07 per standard barrel including four (4) sacks.
 In paper bags seventy (70) cents per barrel less than cloth.
 Prices for immediate acceptance.

* * * * *

Yours very truly, Lehigh Portland Cement Co. B. L. Swett,
 Eastern Sales Manager.

Cash discount increased to 10c. per barrel.

DEF'TS' EX. NO. D-771

Eastern Districts

July 17, 1920.

Our new price is effective on shipments beginning Monday, July 19th.

Please see yesterday's letter.

LGM-ES."

[fol. 2938]

DEF'TS' EX. NO. D-772

"The Atlas Portland Cement Co.

"New York

"New York, July 17, 1920.

"Effective at once, we are advancing our price twenty-five cents (25c) per barrel and changing our cash discount to ten cents (10c) per barrel, in accordance with the attached copy of quotation.

"All orders taken subject to increase in price will be invoiced at this price until such time as we change it.

"We do not notify our customers, of course, in advance of any increase in our price, but we do notify them at the time we ship the cars that our price has changed.

"Our shipping situation continues to be better than it was some weeks ago, although we still have a large accumulation of orders with Hudson and Northampton, due to the car shortage which existed for such a long time.

"Do not do anything in the way of securing business or taking orders unless you have specific instructions from your District Manager.

LGM-ES."

[fol. 2939]

DEF'TS' EX. NO. D-773

"The Atlas Portland Cement Company

"New York

"Our present price to you on 'Atlas' Portland Cement is: \$— per barrel, including 4 cloth bags at twenty-five cents (25c.) each, returnable at the same price, under our usual conditions, f. o. b. cars.

"In paper bags, seventy cents (70c.) per barrel less than in cloth bags.

"Based on this price, we believe that there should be a larger cash discount. Effective, therefore, with this quotation, on all new business the cash discount will be ten cents (10c.) per barrel instead of five cents (5c.) per barrel, as heretofore.

"All orders tendered are subject to our acceptance; to our usual terms, conditions and limitations, and to the following:

"1. Prices herein quoted are subject to any increase in freight rates from those now in effect.

"2. Shipment at our current market price on 'Atlas' Portland Cement on date of shipment.

"3. Delay in shipment owing to past and present conditions.

"4. Change in price of cloth bags to our market price for cloth bags at time of shipment.

"On account of the unusual conditions existing today, we suggest that you do not obligate yourself to deliver "Atlas" Cement without first taking the matter up with us, at which time we will use every effort within our power to further our common interests.

"Yours truly, The Atlas Portland Cement Company."

[fol. 2940]

DEF'TS' EX. NO. D-775

"Nazareth Cement Company

"Boston Office

"15 July, 1920.

"To Mr. J. A. Horner, G. M.:

"We understand that the Lehigh people have quotations out this morning showing a 25c. per bbl. advance and have, also, made the cash discount 10c. instead of 5c. I suppose you will follow suit shortly and will advise.

"J. W. Ramsay."

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[fol. 2940]

DEF'TS. EX. NO. D-776

N. Y., July 16th, 1920.

Mr. Kahn, Mr. Wight, Mr. Eschenbrenner, Mr. Mathesius, Mr. Bigbie, Mr. Kearney, Mr. Furbush, Mr. Whitton:

"I just want to advise you that while the car supply is a little better than it was a month or two ago, we have not been able to make any impression on the list of pending orders at the mill. We are still, generally speaking, about two months behind in shipment, hence we are not in position to take on any new business of any character at *at* this time.

R. A. WY

[fol. 2941]

DEF'TS' EX. NO. D-777

"Giant Portland Cement Company

"Philadelphia Office

"July 17, 1920.

"DEAR SIR: Effective at once we are making the following base prices:

To Dealers: Lehigh Valley, \$2.50 per bbl.; Hudson River, \$2.60 per bbl.

"Cloth sacks are to be charged at the rate of twenty-five (25c) cents each.

"The differential in paper sacks will be 70c. per barrel less than the gross price in cloth.

"The differential in bulk will be \$1.05 per barrel less than the gross price in cloth.

"Do not make any quotations whatever based on these prices unless authorized by this office.

Please acknowledge receipt.

"Yours very truly, ———, General Sales Manager."

[fol. 2942]

DEF'TS' EX. NO. D-778

"New York, July 18, 1920.

From: Mr. E. B. Goode, Jr.

To: Sales force.

Subject: Price changes on Hercules Cement.

"Effective at once and until further notice use following basing point prices when quoting Hercules Cement in cloth to dealers: Lehigh Valley, \$3.50; Hudson, \$3.60.

"10c. per barrel discount for payment in full within ten (10) days from date of invoice.

"We will only use the two basing points above for quoting and all points not covered by these two basing points, you will quote Lehigh Valley base plus actual freight from Hercules to destination. You will note that the above prices include sacks at 25c. each and same will be returnable at 25c. each subject to our usual conditions governing returned sacks.

"Shipments in paper will be charged at 70 per barrel less than the above prices.

"—— ———, Sales Manager.

"P. S.—The above is for your information only and does not in any way affect previous instructions as to quoting or accepting new business either on contract or for stock.

EBG/WFO."

Mr. Kind, Mr. Bailey, Mr. Holcombe, Mr. Grebe, Mr. White, Mr. Bedell, Mr. MacCarey, Samuel H. French & Co.

[fol. 2943]

DEF'TS' EX. No. D-779

"Representatives' Notice

No. 112

Prices

"Confirming letter of July 15, 1920, all prices are withdrawn. In accordance with instructions issued on several occasions, we will accept shipping orders from Dexter dealers only.

"Effective this date, a price based upon \$2.50 per barrel plus packages and freight shall be placed upon one carload at a time for each Dexter dealer. Orders for additional quantities shall be marked and billed at market price at time of shipment.

"The phrase 'market price at time of shipment' means the lowest price in effect within 15 days prior to date of shipment of order. No notice of advance or formal quotations may be issued except on request by a Dexter dealer.

"Discount

"The cash discount on all cement billed at the above mentioned base price or higher, shall be ten cents (10c.) per barrel if paid within ten days from date of invoice.

"Differential

"Confirming instructions issued at various times this year, there is no differential on sales of Dexter Portland Cement. Quotations and sales may only be made to Dexter dealers. If prices or quota-

tions are requested by consumers who are regular buyers of Dexter cement, the nearest dealer qualified to govern or control the anticipated business shall be consulted and such quotations made only with his consent. It is preferable that the dealer should quote prices rather than that we should do so on behalf of the dealer.

"Other Bases

"No other base price may be used excepting the \$2.50 base price Lehigh Valley mentioned in the first paragraph of this notice. You will therefore disregard all other freight rates excepting those given under column L.V. in the Freight Rate Book.

— — —, Manager of Sales. RWH/C."

[fol. 2944]

DEF'TS' EX. No. D-780

"Nazareth Cement Company

"Boston Office

Date: 7/28/20.

"To Mr. J. A. Horner, Nazareth, Penna.

"For your information, the Edison Company is out today with a new quotation on which the Consumer's price at Boston is \$5.52 in 25c. cloth sacks, with a cash discount of 10c. per bbl.

"The dealers' price is figured out as follows:

"Consumers' Price	\$5.52	
Cloth bags	1.00	
		\$4.52
Dealer's Commission .....		.45
		\$4.07
Freight .....		.57
		\$3.40

"Very truly yours, John W. Ramsay."

[fol. 2945]

DEF'TS' EX. No. D-781

"Telegram

"New York, Oct. 15, 1920.

"Mr. H. A. Meech, 210 Genesee St., Rochester, N. Y.:

"Effective today mill base two fifty plus LV rate and bags discount ten cents per bbl. cash ten days. Take no new business without authority from this office.

"Pennsylvania Cement Co."

[fol. 2946]

DEF'TS' Ex. No. D-782

"July 28, 1920.

"Mr. Whitten, Mr. Mathesius, Mr. Furbush, Mr. Kearney, Mr. Bigbie, Mr. Eschenbrenner, Mr. Wight, Mr. Kahn:

"After an Executive Meeting held on the 26th inst., when a thorough analysis was made of the present day costs, it was found necessary to establish a price of \$3.50 per barrel bulk at the mill, cloth bags to be on basis of 25 cents each or at the rate of \$1.00 per barrel; paper bags at the rate of six and one-quarter ($6\frac{1}{4}$) cents each, or 25 cents per barrel.

"As we have been unable to make any appreciable impression on pending shipping instructions at the mill, we are not in a position to take on any new business. Therefore, our new price basis in reality has no effect except as applying on such dealer warehouse orders as may be tendered us, and which in the regular course of things, are scheduled for shipment in the near future.

"What the price will be next week or next month, I do not know; it may be higher or may be lower, depending entirely on conditions. As I said before, the \$3.50 bulk price is based on present costs and will be increased or decreased as conditions warrant.

"We have a number of warehouse orders on file that were placed on basis of Edison price in effect at time of shipment. When their time for shipment is reached, we will then notify customer what our price is. Until you are advised to the contrary, it will be as stated above, viz., on basis of \$3.50 bulk at our mill.

"Please acknowledge receipt and advise your understanding.

RAW./J. N."

[fol. 2947]

DEF'TS' Ex. No. D-784

"October 1st, 1920.

"Change in Price of Edison

"Effective this date, price on Edison will be based on \$3.00 net Lehigh Valley plus 10% dealers' trade discount, which applies on destination price exclusive of package; cloth bags to be on basis of \$1.00 per barrel; paper bags to be on basis of 30c. per barrel.

"Any orders accepted will be subject to indefinite delay in shipment, price to be that in effect for Edison Cement when shipment is made."

[fol. 2948]

DEF'TS' Ex. No. D-785

Memorandum to Messrs. Bruff, Wetzler, Kessel, Willbrand, La Rue

"October 14, 1920.

"Having communicated with all of you today with reference to our price on Edison Cement I have received the one conclusive opin-

ion from all of you that we should immediately reduce our mill base price to \$2.50.

"From information which I obtained yesterday and further encouragement which I have received today from our coal people, with regard to our supply on contract, I believe that our coal costs are gradually going to reduce. These costs may not have any very beneficial effect as far as Cement costs go for the next thirty days. However, I believe that you will all be better able to meet market conditions with the price of \$2.50 Lehigh Valley, effective immediately, and after having talked with Mr. Mambert, we all agreed that the price should be made effective Monday, October 18th.

"This price, of course, refers only to orders subject to Edison price at time of shipment and it is not for general quotation on future business, as we have not as yet set any price for future quotations.

"Can you suggest anything further which we can do to increase our average net price?"

"Very truly yours, W. D. Cloos.

[fol. 2949]

DEF'TS' EX. NO. D-786

"Change in Price of Edison

"October 18th, 1920.

"Effective this date, price on Edison will be based on \$2.50 net Lehigh Valley plus 10% dealers' trade discount, which applies on destination price exclusive of value of package; cloth bags to be on basis of \$1.00 per barrel; paper bags to be on basis of 30c. per bbl.

"Any orders accepted will be subject to indefinite delay in shipment, price to be that in effect for Edison Cement when shipment is made."

[fol. 2950]

DEF'TS' EX. NO. D-787

Phœnix Portland Cement Co.

Philadelphia

Newark Office, October 20, 1920.

In re Cement Quotation

"Mr. Charles H. Cox, Phœnix Portland Cement Co., Philadelphia, Pa.

"DEAR MR. COX: The writer developed yesterday that the Edison Portland Cement Company has adjusted its price as of the 18th inst. to the \$2.50 base. I understand that they are still in a bad way with regard to making shipments and are not offering any tonnage for contract.

"I knew you would be interested in this and am passing it along for your information.

"Yours very truly, D. Mackenzie, District Sales Manager."

[fol. 2951]

DEFT's' EX. NO. D-788

"October 14, 1920.

"Mr. Preston E. Bradlee, c/o Clinton Hall Hotel, Springfield, Mass.

"DEAR BRADLEE: We have decided to take on a considerable contract tonnage for next year, and you are authorized to take contracts which will run beyond July 1st, in fact which may run during the entire year. Be careful though that the contracts are not of a speculative character and are to cover work which has actually been let on a lump sum basis, and work which will go ahead. We wish to avoid taking contracts on which we will be obliged to reduce the price should there be any decline in price next year.

"It is not our idea of simply act- in a passive way in this matter, but to actually go after contracts, and as the season is growing very short, it will be necessary for you to work fast. I believe very few cement salesmen are now on the road but you may be sure that within the next couple of weeks they will all get started again. We must beat them to it, and so work fast for some real contracts to go in 1921, and be sure to submit to this office any inquiries of any character which you may have.

"Yours very truly, Charles H. Cox."

Copy to Brookline.

[fol. 2952]

DEF'TS' EX. NO. D-789

"Bath Portland Cement Co.

"Phila., Pa., November 6, 1920.

"Re Price Instructions

"MR. FRANKS: Please note copy of letter sent to all salesmen.

W. G. D.

"DEAR SIR: On account of our company being one of the few that are quoting mill prices, we find that in order to avoid any misunderstanding with our customers it will be advisable for us to again quote delivered prices as was our custom prior to the last advance in freight rates. Therefore, in the future, quote only delivered prices basing your prices on the new freight rates now in effect as shown by the schedule mailed you sometime ago. You understand in order to secure the freight rate per barrel, including war tax, you will have to look up the old freight rate in your freight rate book and then refer to the schedule showing the advance.

"In quoting and selling at a delivered price, we will advise our customers the present freight rate, including war tax, per barrel, and make it clear to the customers, that this price is based on the freight rate mentioned. Any increase or decrease in the freight rate over or below that shown in our quotations or orders will either be charged against or credited to the customer, providing the correct rate is either above or below that which our records show.

"It is going to be sometime before the freight rates are finally adjusted, and in the meantime we must be very careful in protecting our own interests as regards this matter.

"Very truly yours, Bath Portland Cement Co. — — —,
Second Vice-President. W. G. D./H."

[fol. 2953]

DEF'TS' EX. NO. D-791

"Lehigh Portland Cement Co.

"Sales Department, Official Communication

"NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

"B. L. Swett, Eastern Sales Manager.

"Week ending Saturday, Nov. 27, 1920. Salesman: H. H. Beans.
Office: Allentown.

"1. What information regarding competitors or quotations did you get during the week?

"Our dealer at Shippensburg, Pa., claims they received a quotation from the Giant P. C. Co. of five cents lower per barrel, than our price.

"2. What special inducement of any nature are competitors offering in your territory?

"None, except prompt shipments.

"3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

"None.

"4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

"None.

"5. Give the complete history of any complaints that you may have on competitors' brands of cement.

"None.

"6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

"Yes.

"7. What suggestions have you for improving our methods of handling business in your territory?"

"None.

"8. Do you know of any contemplated work in your territory that is not followed up by inquiry?"

"No.

"9. What is your opinion as to the outlook for business in your territory during the next thirty days?"

"Slowing up, if present weather continues.

"10. What seems to be the opinion of the trade on our advertising? How can we improve it?"

"Good.

"Remarks: This part of the territory covered this week, looks good, and little or serious kicks, except at Phoenixville, Pa., where I fear the Benjamin Hdwe. Co. are lost, and are using Phoenix Cement extensively. However, a party by the name of Jesse Walker lives here, and is interested in that Company, which may have some bearing on the matter. However, time may tell better our future.

"Yours very truly, H. H. Beans, Salesman."

[fol. 2954]

DEF'TS' EX. NO. D-792

Telegram

"Allentown, Pa., Dec. 1, 1920.

"Lehigh Portland Cement Co., 6 Beacon St., Boston, Mass.:

"Effective immediately prices two thirty Lehigh Valley, two forty Hudson or two naught five Universal whichever lower. Advise salesmen.

"Lehigh Portland Cement Company."

DEF'TS' EX. NO. D-793

Telegram

"New York, N. Y., December 2, 1920.

"John R. Morron, care Geo. F. Baker, Jr., Horseshoe Plantation, Tallah., Flo.:

"Lehigh Company and three others have reduced their prices to dealers in New York City this morning twenty cents per barrel. Lehigh Company has also reduced its price for export twenty cents per barrel. Our Information on this definite from the trade. Have

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advised Mr. Burch by telephone Stop We will arrange to protect our trade.

"L. G. McConnell."

[fol. 2955]

DEF'TS' EX. No. D-794

Telegram

"New York, Dec. 2, 1920.

"John R. Morron, care Geo. F. Baker, Jr., Horseshoe Plantation, Tall., Flo.:

"Lehigh quotations reported by dealers figuring back to two thirty Valley two forty Hudson two naught five Pittsburgh stop Pittsburgh rates make shrinkage necessary from valley as far east as Philadelphia Northern New York and few New England Points stop Are protecting trade without general issue of quotations stop Have talked with Mr. Burch and will write you fully in morning.

"L. G. McConnell."

DEF'TS' EX. No. D-795

Telegram

"Tallahassee, Fla., Dec. 1st, 1920.

"To Mr. L. G. McConnell, Atlas Portland Cement Co., 30 Broad St., New York, N. Y.:

"Thank you for message. Please keep in close touch with Mr. Burch over the phone on the matter which you mention and advise me of any definite action.

"J. R. M."

[fol. 2956]

DEF'TS' EX. No. D-796

Telegram

"New York, N. Y., Dec. 1st, 1920.

"To John R. Morron, Tallahassee, Fla.:

"Mr. Burch advises over the telephone that we have heard rumors from the trade in the west that the Lehigh Company have reduced its prices at Mitchell Oglesey and Newcastle and that they are meeting Universal prices at points where such prices are lower than their own basis. We are still checking with the trade in the West to secure positive information stop So far we have not found any recent Lehigh Valley but are close in touch with dealers and will

undoubtedly have prompt information if any change occurs in the quotation which dealers receive.

"L. G. McConnell."

[fol. 2957]

DEF'TS' Ex. No. D-797

"The Atlas Portland Cement Co.

New York

"For the attention of Mr. John R. Morron.

"New York, Dec. 3, 1920.

"I sent you a night letter last night reading as follows:

"Lehigh quotations reported by dealers figuring back to \$2.30 Valley, \$2.40 Hudson, \$2.05 Pittsburgh stop Pittsburgh rates make shrinkage necessary from Valley as far East as Philadelphia, Northern New York, and few New England points stop Are protecting trade without general issue quotations stop Have talked with Mr. Burch and will write you fully in morning."

"We have not sent out quotations for two or three reasons.

"Up to the present time the dealers have not reported any change in Alpha prices or in those of several other competitors. They have reported changes by the Lehigh, Edison, Coplay, Bath, Nazareth and Vulcanite. We are not losing any business by not having written quotations in the hands of the trade, as we are meeting representative competitors' prices down to a satisfactory minimum.

"There is also the question of our strategical position. If we meet the prices of the Pittsburgh mills, which figure back to \$2.05, and make our own price \$2.30, the territory where our maximum will apply will be very small. We will have to shrink in order to meet competitive prices in such points as Philadelphia, Baltimore, Washington; Rochester and Syracuse, New York, and a few points in New England. If we set our maximum price at \$2.05 Northampton, the Pittsburgh competition will have to shrink at all points east of Altoona and Johnstown, Pa., and Buffalo, New York.

"We are of the opinion that competitive conditions and the supply of cement, as compared with the demand for it during the winter months, may result in some of our Lehigh Valley competitors making prices lower than \$2.30.

"Mr. Burch wanted me to write you along the above lines so that you would have a general outline of the present situation and could wire us your advice.

"Mr. Burch will be in the office on Monday and we figure that this letter should reach you on that date.

"Yours very truly, L. G. McConnell.

"P. S.—The prices which the Lehigh Company are quoting figured back to \$2.05 Pittsburgh carry a 10¢ cash discount. The Universal

Company's prices, figured back to \$2.00, Pittsburgh, carry only a 5¢ cash discount.

LGM:EL."

[fol. 2958]

DEF'TS' Ex. No. D-798

"Eastern Districts

"Dec. 3, 1920.

"All new orders taken for immediate shipment are to be invoiced, until further notice, on the following basis: \$2.40 Hudson, 2.30 Northampton, 2.05 Universal, plus \$1.00 for four (4) cloth bags, subject to a cash discount of 10¢ per barrel. Price in paper 70¢ per barrel less.

"We are not ready to issue trade quotations generally, but there is no objection to naming prices when writing to the trade for immediate acceptance on this basis for trade orders and to issuing specific job quotations.

"Observe a minimum of \$2.00 Northampton, or \$2.10 at Hudson, bringing up any cases where business is offered which nets us less than this minimum.

"Please advise your salesmen immediately.

LGM:EL."

[fol. 2959]

DEF'TS' Ex. No. D-799

Telegram

Tallahassee, Fla., Dec. 3rd, 1920.

Mr. L. G. McConnell, Atlas Portland Cement Co., 30 Broad St., New York, N. Y.:

Both your messages received and satisfactory. On my return conditions will justify giving definite decision on entire situation stop Tell Mr. Miner his message also received.

J. R. M."

DEF'TS' Ex. No. D-800

"The Atlas Portland Cement Co.

Boston

"For the attention of Mr. L. G. McConnell, New York Office.

"Boston, December 2, 1920.

"It is our understanding from a telephone conversation this morning that we are, beginning today, to figure our prices based on 2.30 Northampton and 2.40 Hudson.

"In further confirmation, we are sending corrections to the mill on the orders listed yesterday for trade shipments.

"As near as we can check up, Vulcanite, Nazareth and Edison have issued either telegraphic or telephonic quotations to the dealers in this district.

F. A. Boeye."

[fol. 2960]

DEF'TS' Ex. No. D-801

"December 2nd, 1920.

"H. Wales Lines Co., Meriden, Conn.

"GENTLEMEN: Effective today we will accept orders for Dexter Portland Cement on the basis of \$2.30 Lehigh Valley and \$2.40 Hudson River.

"Please do not issue quotations on these bases until Monday, December the 6th.

"The cash discount remains at 10c per barrel and all other terms, conditions, etc., are the same as heretofore.

"The writer will be at the Trenton House, Trenton, N. J., at noon on Friday and in our New York office on Saturday morning.

"If any shipments were made in December to your customers at a higher price than the above basis, please formally apply for credit memorandum to Nazareth and oblige.

"Very truly yours, — — —, Manager of Sales & Credits.
RWH:B."

[fol. 2961]

DEF'TS' Ex. No. D-802

"Boston Office

"December 2, 1920.

"Messrs. Sullivan-Sikora:

Re Change in Price of Edison Cement, Effective Today

"Kindly be advised that effective today, the price of Edison Portland Cement has declined twenty cents per bbl., therefore, when figuring from this date, until advised to the contrary, you will figure on the \$2.30 L. V. basis and a \$2.40 Hudson River base, plus the usual \$1.00 for bags, plus the base freight rate that we have been using since August 26th last.

"Kindly acknowledge receipt of this letter and your intention to follow these instructions, thereby obliging.

"Yours very truly, — — —. ACB/K."

1790

[fol. 2962]

DEF'TS' EX. No. D-804

"Dexter Portland Cement Company

Nazareth, Pa.

"Confirmation of Telegram Sent This Day

"12/6/20.

"II. Wales Lines Co., Meriden, Conn.:

"Issue quotations meeting competition on 2.05 Universal base.

"Dexter Portland Cement Co."

DEF'TS' EX. No. D-805

"Dec. 7, 1920.

"II. C. Carpenter:

"This is to advise that we have this day reduced our price 20c per barrel. Present price as follows: 2.30, Lehigh Valley Base; 2.40, Hudson Base; 2.50, Fordwick Base; 2.05, Universal Base.

"We are in a position to accept business for immediate delivery.

"_____, Sales Manager Pennsylvania Cement Co. E.
P. A."

[fol. 2963]

DEF'TS' EX. No. D-806

"Lehigh Portland Cement Co.

"Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field. B. L. Swett, Eastern Sales Manager.

"Week ending Saturday Jan. 1st, 1921. Salesman: Browning. Office: Buffalo.

"1. What information regarding competitors or quotations did you get during the week?

"None.

"2. What special inducement of any nature are competitors offering in your territory?

"None.

"3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

"Naturally we are at a disadvantage in this territory in quoting on contracts with our minimum of \$2.20 Lehigh Valley, where some of our competitors are quoting \$2.05 Universal.

"4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

"Did not meet any.

"5. Give the complete history of any complaints that you may have on competitors' brands of cement.

"No complaints."

[fol. 2964]

DEF'TS' EX. NO. D-807

"January 25, 1921.

"Richmond office.

"GENTLEMEN: Confirming telegram sent you this evening, please be advised that effective immediately our prices are revised to \$2.00 Lehigh Valley and \$2.25 Fordwick, all the other bases remaining unchanged.

"The new quotations have been mailed to the trade today.

"These new quotations also show a paper sack charge of 25 cents per barrel, instead of 30 cents per barrel as heretofore. The cloth sack price remains unchanged.

"Please instruct all salesmen accordingly.

"Yours truly, — — —, Eastern Sales Manager."

[fol. 2965]

DEF'TS' EX. NO. D-808

"Lehigh Portland Cement Co.

"Sales Department, Official Communication

"NOTE.—Answers to these questions must be mailed to me Saturday of each week: This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

"Week ending Saturday, 4/16/21. Salesman: F. W. Douglas. Office: New Jersey Dist.

"1. What information regarding competitors or quotations did you get during the week?

"Bath and Dragon still shipping into Newark on 1.75 base.

"2. What special inducements of any nature are competitors offering in your territory?

"None.

"3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

"None.

"4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

"None.

"5. Give the complete history of any complaints that you may have on competitors' brands of cement.

"None.

"6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

"Yes.

"7. What suggestions have you for improving our methods of handling business in your territory?

"None.

"8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

"No.

"9. What is your opinion as to the outlook for business in your territory during the next thirty days?

"Good.

"10. What seems to be the opinion of the trade on our advertising? How can we improve it?

"Are pleased.

"Remarks: —.

"Yours very truly, F. W. Douglas, Salesman."

[fol. 2966]

DEF'TS' Ex. No. D-809

"January 26, 1921.

"L. R. Burch, N. Y. C.:

"Confirming telephone conversation of today, we are advised that Lehigh is quoting \$3.57 f. o. b. Wilmington, Del. This price figures as follows: Northampton, \$2.00. Bags \$1.00. Freight .57 with 10 cents per barrel discount.

J. P. T."

DEF'TS' Ex. No. D-810

"January 26, 1921.

"L. R. Burch, New York Office:

"Here are names of more dealers who have notified us about changes in prices made this morning by our competitors:

"The Watertown Coal Company, Watertown, Mass., say that they have been telephoned by the Edison and Lehigh Offices announcing a 30c. per barrel reduction.

"W. K. Gilmore & Son, Wrentham, Mass., tell us that they have a written quotation from the Lehigh Company announcing a 30 cents per barrel reduction.

"The Peck-McWilliams Company of Norwich, Conn., telephoned to us that they have received from Lehigh Company a quotation specifying \$3.82 per barrel f. o. b. cars Norwich. Our present price at Norwich is \$4.10 per barrel—a difference of 28 cents.

EWC/C."

[fol. 2967]

DEF'TS' EX. NO. D-811

"The Atlas Portland Cement Co.

"New York

"For the attention of Mr. E. Jeynes.

"New York, January 11, 1921.

J. Z. Demarest of Bergenfield, N. J., called me on the phone this afternoon and said that he had called up the Alsen Company and asked them today's price f. o. b. cars Bergenfield and they told him that the price today f. o. b. cars Bergenfield is \$3.66 in 25 cent bags. They have no formal quotation outstanding.

"Our price f. o. b. cars Bergenfield is \$3.91.

"G. E. Smith."

Pencil notation: I gave Mr. Burch a note of this 1/11/21."

DEF'TS' EX. NO. D-812

"January 26, 1921.

"New York State Dist.:

"Suburban "

"Metropolitan "

"Nor. N. J. "

"In accordance with instructions from Mr. McConnell, please fill in the prices on the trade quotation forms, which you have basing same on \$2.00 Northampton, \$2.10 Hudson and \$2.05 Universal, and hold them out. Do not fill in the date on these as it is not decided just yet whether these will go out today or tomorrow.

"It will not be necessary to fill in the pink or file copies that you have.

WCB/GR. JGC."

[fol. 2968]

DEF'TS' EX. NO. D-813

Sent to all Salesman N. Y. State Dist.

"January 27, 1921.

"Confirming telegram sent you today, prices effective immediately not only for prompt shipment, but for contract business are to be

figured at \$2.05 Universal, Pa.; \$2.10 Hudson or Alsen; \$2.00 Northampton.

"-1.00 per barrel is to be added to cover the cloth bags or .25 per barrel to cover the paper bags.

"Freight from each basing point to destination is to be added and the lowest delivery price used.

"All sales are to be made subject to change in freight rate same as usual.

"Cash discount is 10c. per barrel same as before.

"There is no change in price for Atlas White.

SAP:AKW."

[fol. 2969]

DEF'ts' Ex. No. D-814

"January 27, 1921.

"J. P. Tully, W. J. Sawyer:

"Confirming instructions given Mr. Tully over the telephone, please get out quotations promptly based on \$2.00 Northampton and meeting \$2.05 Universal down to \$1.75 Northampton.

"Charge 25c. for paper bags instead of 30c. The 10c. discount will be continued."

DEF'ts' Ex. No. D-815

January 25th, 1921.

Price Instructions

W. M. Mumma,	'Phoned and confirmed.
New York Office,	" " "
F. W. Douglas,	" " "
Export Department,	" " "
Boston Office,	Wired and confirmed.
Buffalo Office,	" " "
Philadelphia Office,	" " "
Richmond Office,	" " "
J. E. Fraker,	" " "
A. M. Houser,	" " "
P. B. Evans,	" " "
H. H. Beans,	" " "
P. A. Jandernal,	" " "
H. A. Hall, c/o Jax Office,	Advised by letter.
W. W. Harder,	" " "
R. C. Brown,	" " "
Geo. Kemmerer,	" " "
Fordwick Office.	" " "

"Effective immediately price is revised to \$2.00 Lehigh Valley, \$2.10 Hudson River, \$2.25 Fordwick—all other bases remain unchanged.

"The cloth sack price remains unchanged but the paper sack charge is changed from 30c. per barrel to 25c. per barrel.

"J. R. West,"

[fol. 2970]

DEF'TS' Ex. No. D-816

"Edison Portland Cement Company

From: Mr. A. C. Bruff—Boston, January 26, 1921.

To: Messrs. Sullivan—Sikora—Hagaman.

Subject: Re Price Decline Today.

"Kindly be advised that effective today, January 26th, 1921, the price on Edison Portland Cement has declined and you are, until advised to the contrary to base prices as follows: Universal, \$2.05; Hudson, \$2.10; L. V., \$2.00, plus the \$1.00 for the four (4) twenty-five (25¢) cent sacks and the base freight rate as shown by your corrected typewritten schedule.

"We are today sending quotations out to the New England Dealers on the above mentioned basis.

"Kindly be governed accordingly and acknowledge receipt of this letter.

"Yours very truly, Edison Portland Cement Co. — — —,
Vice-President and New England Manager.

NOTE.—Price in Paper seventy-five (75¢) cents per bbl. less than in Cloth."

DEF'TS' Ex. No. D-817

"Nazareth Cement Company

"February 7, 1921.

"To the Offices:

"Please be advised that the Universal base is now \$1.80 against our \$2.00 L. V. base. Mr. Horner does not want you to send out quotations for he thinks it of no use as our people will ask the price when they are ready to buy and you will in that case meet the Universal price. Another reason for not sending out quotations is that we do not know what will happen in the next few days in regard to the discount and even another change in the base prices.

"Yours truly, — — —."

Lehigh Portland Cement Co.
Sales Department, Official Communication

NOTE.—Answers to these questions must be mailed to me Saturday of each week. This is to keep in close touch with conditions in the field.

B. L. Swett, Eastern Sales Manager.

Week ending Saturday Aug. 30, 1919. Salesman: W. W. Harder.
Office: Richmond.

1. What information regarding competitors or quotations did you get during the week?

Saw and mailed a quotation made by Edison to Janney Marshal of Fredericksburg, Va., which was 15 cents lower than ours.

2. What special inducement of any nature are competitors offering in your territory?

None.

3. State what disadvantages, if any, caused by the actions of this company you are laboring under in meeting competition.

None.

[fol. 2971½] 4. Give names of competitors' salesmen that you have met during the week and information dropped by them.

Did not meet any to speak of. Saw Dew & Johnson of Atlas when I talked with Mr. Colbert on Alexandria County work.

5. Give the complete History of any complaints that you may have on competitors' brands of cement.

No complaints.

6. Are your customers satisfied with our deliveries, packages, handling of complaints sent to us, tracing of cars when requested by them, etc.? If not satisfied give names of dissatisfied customers and state reason of dissatisfaction.

No dissatisfaction expressed.

7. What suggestions have you for improving our methods of handling business in your territory?

Nothing to offer.

8. Do you know of any contemplated work in your territory that is not followed up by inquiry?

No.

9. What is your opinion as to the outlook for business in your territory during the next thirty days?

Good.

10. What seems to be the opinion of the trade on our advertising? How can we improve it?

Very good. Nothing to suggest.

Remarks: —.

Yours very truly, W. W. Harder, Salesman.

Glick. Sep. 3, 1919.

[fol. 2972]

DEF'TS' Ex. No. D-820

The Atlas Portland Cement Company

October 20, 1920.

Mr. F. B. McKenna:

Please advise the districts that effective at once, they are to have a rubber stamp prepared with the following, to be used on all of our specific work quotations:

"Any shipments made during 1921 on a contract placed under this quotation will be at the current destination price on Atlas Portland Cement on the date of shipment, if such price is below the destination price herein mentioned."

They should also have the following clause written into all contracts which we enter into until further notice:

"Any shipments made during 1921 on this contract will be at the current destination price on Atlas Portland Cement on the date of shipment, if this price is below the contract destination price herein mentioned."

In case any customer with whom we now have a contract brings up the question of guaranteeing against a decline, the districts are to take the matter up with the general office, giving all details, and they will receive instructions as to just how to handle it.

LGM/ES.

[fol. 2973]

[File endorsement omitted]

[fol. 2974]

IN UNITED STATES DISTRICT COURT

OPINION—Filed Oct. 23, 1923

[Title omitted]

[fol. 2974½] William Hayward, United States Attorney, Solicitor for the Government.

James A. Fowler and Roger Shale, Special Assistants to Attorney General, of Counsel, for Government.

Archibald Cox, Solicitor for Defendants, John W. Davis, George T. Buckingham, Louis H. Porter, Thurlow M. Gordon and Leland B. Garretson, of counsel.

Knox, D. J.:

✓ The Cement Manufacturers Protective Association, the dissolution of which is here sought by the Government, came into existence in January, 1916. The outline of the contemplated activities of the Association was laid before the representatives of a number of the corporate defendants at a meeting in New York and was accompanied by this statement of the Chairman:

"the idea of this thing is cooperation. * * * We all agree that the necessity of cooperation is acknowledged by everybody in the industry. The only question now we have to determine is how we can best make use of cooperation * * *".

The adoption of a Constitution and by-laws followed. I quote Article III of the former:

"The objects of the Association are the collection and dissemination of such accurate information as may serve to protect each manufacturer against misrepresentation, deception and imposition, and enable him to conduct his business exactly as he pleases in every respect and particular, free from misdirection by false or insufficient [fol. 2975] information concerning the matters following, to wit:

- (a) Information concerning credits.
- ✓ (b) Information concerning contracts which have been made for the delivery of cement, sufficiently complete to enable the manufacturer to protect himself against spurious contracts and like transactions induced by misrepresentation.
- ✓ (c) Information concerning freight rates on cement.
- ✓ (d) Statistical information as to production, stocks of cement and clinker on hand, and shipments."

Article VIII of the same instrument further declared:

That "No member of the Association shall enter into any arrangement, agreement or understanding of any nature or kind whatsoever, the object of which is to restrain trade, limit competition or accomplish any purpose contrary to the spirit or letter of the law or contrary to the objects of the Association, as set forth in this Constitution, and membership in the Association shall be recognized as implying that the member is absolutely free to conduct his business exactly as he pleases in every respect and particular."

"Full and complete minutes of all matters discussed at any meeting of the Association shall be kept and such minutes, together with all records, files and correspondence of the Association, shall be preserved and held open to any public official or other person who may have any legitimate reason for desiring to be completely informed concerning any or all the activities or transactions of the Association."

[fol. 2975½] The organization elected a President, Vice President, Secretary and Treasurer, and monthly meetings of the members were provided for. The Association had power

"to employ such persons, incur such indebtedness, and fix such assessments as may appear necessary to carry out" its objects.

All assessments were to be distributed among and paid by the members pro rata according to shipments during the preceding year from or into the territory covered by the service of the Association. Section 8 of the by-laws imposed the following obligations upon the membership:

"On or before the fifth day of each calendar month, each member shall forward to the Secretary the following:

(1) A statement of all accounts outstanding sixty (60) days or more and unpaid, giving the name and address of the debtor, total amount unpaid, and the time overdue specified by months.

A statement of all bills receivable on hand, giving name of purchaser, amount, date payable, and detail of account covered by note.

A list of accounts in attorneys' hands for collection.

(2) A statement of contracts which have been made and are in effect on the last day of the preceding calendar month, giving the following information with respect to each contract, namely, date of contract, the purchaser, the consumer, a full description of the work upon which the cement is to be used, the amount contracted for and amount yet to be delivered, the price, and the expiration date of contract. In addition to the foregoing monthly statements of contracts, as contracts are made during the month, the Secretary [fol. 2976] shall be notified as soon as possible.

(3) A statement of all contracts cancelled or reduced in amount during the preceding month.

(4) A statistical statement of production and shipments during the preceding calendar month and stock of cement and clinker on hand on the last day of the month.

Upon the receipt of the foregoing monthly statements, the Secretary shall forthwith put all the information contained therein in convenient form as directed by the Association and distribute the information thus prepared to the members reporting.

The Secretary shall also transmit the information thus prepared to the person performing corresponding duties in any other Association, collecting and distributing like information within the purview of the Constitution, and receive and distribute to the members of this Association such information transmitted from such other Association, as may be from time to time directed by this Association.

The Secretary shall prepare and distribute among the members a complete schedule or schedules of freight rates, on cement, giving the rates for rail, water and rail and water shipments. Each

member shall from time to time notify the Secretary of all changes of other facts of importance connected with such rates. The Secretary shall immediately advise all members of changes in freight rates by issuing supplements, revisions or otherwise, as may be most convenient."

With the preliminaries of organization out of the way, the proposed plan of procedure was put into operation. An elaborate system of about forty forms, upon which various reports were to be made and distributed, was devised, and members were supplied with such a covered reports to be made by individual companies. Thereafter, they were regularly used. As and when the Secretary of the Association received reports from individual companies, he made appropriate tabulations, and forwarded them to the interested parties.

Before undertaking a discussion of the various reports, it may be well to state that when the Association was formed, most of its members were already pursuing certain trade practices, more or less uniform, among which were the following:

1. Selling cement f. o. b. point of delivery.
2. Allowing a differential between prices quoted dealers in cement and those quoted contractors and other consumers of cement.
3. Charging purchasers of the cement for bags in which the product is shipped.
4. Allowing credit for bags returned to manufacturers in good condition.
5. Using basing points in quoting prices.
6. Including in all quotations for the sale of cement of the freight rates from a basing point to the place of delivery, and this, even though rates of transportation by private conveyance from mill to delivery point might be less than the published rail traffic.
7. Granting trade discounts.
8. Limiting the time within which quotations might be accepted, and deliveries made.
9. Making charges for bin test.
10. Making specific job contracts for future delivery.

[fol. 2977] Now, it may be conceded, as contended by defendant, that some of the foregoing practices mean nothing more than that the elements entering into a quoted market price have been separately listed. This being so, I think that all of defendants realized that insofar as such practices were uniform, and so continued, there would be less chance of any of the elements being so used as to effect quotations for cement as expressed in dollars and cents. Each company had a vivid recollection of a ruinous price war that had been

waged a year or so before, and none of them wished for it to break out afresh. The time was ripe for an association wherein the danger of competition as to any of the foregoing particulars would be reduced to a minimum.

With this digression, I return to the exchange of the information contemplated and provided under the Association's plan.

The furnishing of information by the individual companies with respect to Item 2 of Section 8 of the by-laws, above quoted, related solely to what are known as specific job contracts. These are agreements whereby a manufacturer is to deliver in the future the cement to be used in a specific work, such as a particular building or road, and the obligation is that the manufacturer shall furnish, and the contractor shall take, only such cement as is required for or used for the specified purpose.

In the year 1921, such contracts covered about thirty per cent of the annual cement production of all of the defendant corporations. That more and more of the commodity is annually being sold under these contracts is apparent, inasmuch as in 1919, but sixteen per cent [fol. 2977½] of the production was applicable to them, while in 1920, the percentage had increased to twenty-five per cent.

When such a contract was closed, the manufacturer either immediately, or a few days thereafter, advised the Association of the contract number, its date, the name and address of the purchaser, an identification of the work, the contractor's name, the number of barrels, the price, the delivery point, and the date upon which the contract would expire. Upon receipt of this information by the Secretary, it was at once sent to each of the members. As and when the contracts were completed, reduced in amount, extended or cancelled, a like notification went to all members. If further information was desired, it could be had upon request.

The Association's daily reports were accompanied by a summary of previous reports, in which was set forth the number of new specific job contracts received for that day and to date; the prices at which the contracts were written; the number of barrels contracted for as of that day and to date, the number of barrels cancelled as of that day and to date, together with all reinstatements, increases or decreases in barrels of that day and to date.

In addition to the foregoing, a quarterly report was issued wherein every specific job contract being carried by all the companies was set forth.

A monthly summary, regularly issued, indicated the companies' commitments for cement in the several states.

Other information, furnished and distributed as above, related to the quantity of cement on hand, the quantity of clinker produced, (clinker represents that stage in the manufacture of cement which immediately precedes the production of the commodity in merchant-[fol. 2978] able form), cement ground, all cement shipped, whether for dealers or upon account of specific job contracts, and clinker in stock. Reports embodying these details also showed the percentage of decrease or increase in the various items as compared with similar months and periods in the preceding year. They further disclosed

the number of barrels of cement shipped by one company for the account of another.

Reports were made of the delinquent accounts of customers, showing their names and addresses, the ledger balance, and whether the accounts were two, three, four or more months old. If the account had been given to an attorney for collection, the fact was noted. Summary reports went to the members at monthly periods.

The greater portion of the cement sold within the Eastern States is shipped in cloth bags, each bag containing one-quarter of a barrel of cement. The bags are usually charged to the purchaser, at ten cents. For each one returned to the manufacturer in good condition, the purchaser is allowed a rebate of ten cents.

The experience of each company in respect to bags returned was of interest to all others and this incident of the business was the subject matter of more or less elaborate statistics.

Beyond what has been stated, the Association engaged in the activity of compiling freight rates for the carriage of cement from certain "mill bases" used by the defendants to the various cities and towns within the North-eastern portion of the United States.

As previously said, each manufacturer of cement sells its product f. o. b. point of delivery, and ordinarily will not quote a price f. o. b. its mills. The record indicates a marked uniformity in the price [fol. 2978½] at which cement was offered by the various defendants at any given time. This uniformity, the Government charges, is brought about in part, at least, by the use of books distributed to the Association membership and containing the freight rates per barrel of cement from mill basing points to destination.

The charge is vigorously denied by defendants and thus there is presented one of the outstanding features of the case.

The freight rates books standing alone, and insofar as they merely record a compilation of lawful freight rates, are harmless. Their vice, if such it be, resides in the fact that there is a concert of action upon the part of defendants in so using them that all prices quoted are for delivery at the point required by the purchaser, and that no cement will be sold in such manner as will permit a purchaser to take advantage of cheaper transportation charges than are required to be paid for the shipment of cement by rail. In extenuation of the practice, it is said, that this method of marketing cement is a trade custom which came into being before the formation of the association; that it results from the independent and uncontrolled action of each manufacturer, and is, in no way to be attributed to agreement, or any activity, of the association. Very probably there is no agreement now in force by which such practice is to be followed. The custom, however, was at one time the subject of an agreement to which thirteen of the corporate defendants were parties, viz;—the Articles of Association of Licensed Cement Manufacturers, dated June 30, 1909.

[fol. 2979] That agreement, whatever may have been the justification for its existence, obligated each licensed dealer named therein to observe certain practices, which if they were now the subject of con-

tract, would without doubt entitle the Government to the relief sought. It is not without interest to note the similarity existing between the uniformities and facilities now availed of by defendant corporations, and the practices observed by a number of them under the license agreement, and which seem to have then been regarded as helpful, if not essential, in an endeavor to maintain prices and to apportion territory. The similarities are:

1. Periodical reports relating to production and shipment.
2. Price quotations for delivery of cement at destination.
3. Uniform discounts to dealers.
4. Uniform discounts to consumers.
5. Uniform terms of payment.
6. Uniform charges and allowances for bags, with the requirement of reports in reference thereto.
7. Use of basing points for the calculation of freight rates.
8. A uniform period within which quotations should be in force, and delivery made.
9. The use of a book to be used in quoting prices, and which included freight rates from shipping points to places of destination in the Northeastern States, and which were computed and published by the Association.

Under the present Association, there is no method provided for disciplining and penalizing members for a departure from the foregoing practices, as was the fact under the licensing agreement. Neither is there now any compact that cement shall not be sold below a specified price. It is true, however, that departures from present uniformities and delays in making reports are not favored. This is borne out by statements made at meetings of the present association when some of the practices gave rise to discussion.

For instance, the Chairman of the meeting, held May 15, 1916, asked that contract information be reported at the earliest minute, calling attention to the fact that the members were sufferers from any delay. One person suggested the imposition of a fine upon companies which did not send in their reports by the fifth day of each month. This proposal, however, was never put into effect.

The question as to whether the manufacturer of cement should allow a discount of five cents per barrel to customers who did not pay their bill within thirty days gave the persons attending Association meetings considerable concern. After much discussion, the President said that it was the consensus of opinion that quotation forms should be changed so that no discount would be made to a delinquent debtor, saying also, that the decision was not for the Association but for the individual companies.

At the October meeting in 1916, it was resolved, "To make * * * statistics more complete, and that each member report to the Secretary the annual productive capacity of his operation, and that the Secretary tabulate and send to each member a copy of the tabulation."

The resolution was complied with. It is argued by defendants that statistics having to do with the production capacity of the several mills were in round figures, and had no relation to actual production or shipment, and that no attention was paid to them. Granting this to be true, each member of the Association was supplied from time to time with statistics of actual production and shipments, was enabled to gauge the probable output of each mill from a practical, rather than a theoretical standpoint.

The desire for uniformity in trade practice is emphasized by the attitude assumed towards reports having to do with allowances for returned bags. At a meeting of the Association upon April 17, 1916, a representative of the Giant Company had this to say:

"If a man returns 1,000 bags and is dealing with three companies, it would be more or less of a rebate if one company were giving him full credit for worthless bags and another one deducting a percentage of bags that were worthless."

The Vice President of the Vulcanite Company commented as follows:

"Some companies were giving full credit. That was the information that has been reported, and that in effect practically meant a rebate—that is, giving a customer credit for bags which could not be used again, and it might be interested from the credit standpoint to know just what the general practice was in that respect."

At a meeting held in June, 1916, the same Vice President of the Vulcanite Company remarked:

"We want our practice to be the same as the others."

[fol. 2980 $\frac{1}{2}$] Similar colloquies took place at other meetings as to the possibility of discounts and extensions of credit being used for the purpose of rebating.

In my judgment, it was something more than a desire for statistics, as such, that was responsible for the Association undertaking to find out from the several companies whether returned bags were first cleaned and then counted, or were first counted and then cleaned. It was important that the practice be as nearly uniform as possible, so that the bag report would reflect the shading of prices that might be engaged in by a manufacturer. A disclosure of what was being done in making allowances for bags, while it could be used for competition, was, I think, more likely intended to impose a restraint upon any company that was shading prices.

Reverting to the exchange of statistics, in which the selling price of specific job contract cement is sold, it seems apparent that such

quotation will also reveal the market prices for cement sold to dealers. The evidence is that upon a given day the price of cement to dealers is ten cents less per barrel than that sold upon the same day to a consumer for use in a specific job. Each manufacturer is thus apprised of the amount being charged for cement for all purposes by its competitors. From reports of stock on hand, each member received, in effect, a forecast of his competitors' view of the immediate market, and that there might be no misconception as to actual business being transacted by any one mill, the reports were careful to specify the amount of cement which one mill sometimes shipped for another.

The care manifested in this regard brings me to a consideration of the practice under which manufacturers protected themselves [fol. 2981] against the diversion and "misuse" of cement under specific job contracts. Only under such contracts is there any obligation upon a manufacturer to deliver cement at a specific price over any extended period of the future. There was accordingly great effort to see that no specific job cement was diverted and used otherwise. If so, it might enter into competition with cement thereafter sold by the company at then current prices. Then, too, if more than one person, say a contractor putting in a bid for work, had covered himself for the quantity of cement necessary for a certain specific job, and thereafter did not obtain the contract for the work, the manufacturers were desirous that such contract be cancelled lest it confuse their estimate of outstanding commitments, and also that the cement thus contracted for, if delivery should be asked, should not affect a later market.

For this reason, specific job contracts provided for "the full Portland cement requirements of the following described work" and stipulated that the cement should not be used for any other purpose.

Contracts of this character were substantially uniform among all the companies.

In order to protect the manufacturers against any alleged misuse or diversion of cement, the Association employed a force of checkers or auditors. These men were familiar with building construction, and it was their duty to investigate specific job contracts, to ascertain what contractor had secured a particular work, the amount of cement that probably would be used in the work, and whether any cement obtained for such work was being used for other purposes. Upon [fol. 2981½] obtaining the report of the checker, the Association would communicate the same to the manufacturers and such of them as had specific job contracts with persons who were not actually to furnish cement to the job would cancel. Also, if the estimate of the amount of cement to be used seemed excessive, a reduction in the requirements of the contract would generally take place. The action of the companies cancelling or reducing commitments would, at once, be made known to each of the others. Upon one occasion, cancellation amounted to no more than one-fourth of a barrel of cement.

Of course, if a company wished to recognise an agreement made with a contractor or person who had expected to supply cement to a specific job, and who did not get the work, but was willing to take

the cement, notwithstanding, it might do so. But my distinct impression is that one of the prime reasons for exercising such strict supervision over specific job work, and in reporting the cancellation of infinitesimal quantities of cement, was to exert a moral compulsion upon a company, which was inclined to recognize a contract such as I have just referred to, and to make assurance doubly sure that over any future time there would be no "free" cement.

The record, as I have said, contains much matter to indicate that at any given time the prices at which the various companies sold cement were uniform; and that when one company did change its quotation, the other companies delayed but little in falling into line. Considerable argument has been made to the effect that uniformity of price is evidence of perfect competition, and that the record abundantly proves the defendant corporations to be real and vigorous [fol. 2982] competitors. I shall not undertake a discussion of the dollar and cents quotations of cement, save to say that since the Association began to operate, there has been a uniformity and stability in such quotations that previously did not exist. As was testified, the determining factor upon which a cement contract would be given to one company over another, was frequently nothing but the personality of its salesman.

Competition, as commonly understood, includes the more material elements of prices and terms, especially, I should think, in the sale of a standardized commodity such as cement, where considerations as to the superiority of one brand over another have all but been eliminated. Prices, of course, will exhibit some tendency towards uniformity, in that even a necessitous seller will not make a more favorable price than competitive conditions force him to take. And, it may be, as economists say, that prices for a standardized product will actually become uniform, and will remain so over substantial periods of time, where competitive conditions are perfect. The fact is, however, that so long as there is a marked difference in production costs, in the financial necessities of manufacturers, in the location of mills as respects active markets, and there is less than a capacity production by all manufacturers who desire to sell cement, it is reasonably to be expected that there will be a difference in the inducements to be offered to prospective purchasers. In the particulars just mentioned, the defendant corporation(s) (sic) are not similarly situated, and if such similarity be a prerequisite of perfect competition, there can be none in this industry. If, under truly competitive conditions, the prices should upon occasion become uniform, I [fol. 2982½] seriously doubt if they would long remain so. Producers would not be content with a situation wherein the field of competition was limited to the personality of the salesman representing his own company and that of his rivals.

The thought that the exchange of statistical information between the defendant companies was not for really competitive purposes, receives some support from what was said at some of the Association meetings. It seems that upon a few occasions, salesmen of one or more companies obtained possession of some of the records and

used the same in taking business from persons who had previously patronized other manufacturers.

When word of this came to the Association the Chairman expressed himself in the following language:

"When that information in detail is furnished to contractors and dealers, which has been done unquestionably, it not only detracts from the value of the information for the purposes the information is intended to cover, but it also makes very common the work which we are doing, and your committee wants to very strongly recommend that that information be used in a confidential way for the purpose of enlightening you as to the facts regarding contracts that are taken; that the information should not be given out promiscuously in any way that would unquestionably jeopardise the continuance of the furnishing of such information."

It was added:

"You can evidently see that the information given dealers would not be used in the same way that we handle it ourselves."

[fol. 2983] "They use it right away as a basis to secure business. They use it in an entirely different way than we use it. They are not interested as to what contracts are filed in their town unless they can secure some tonnage from the information they get from us."

He proceeded:

"There is another leak which I think usually exists so far as this information is concerned, and that is, it is very possible that a few of us are not careful enough as to where we keep our reports. Now I found a tendency of salesmen coming in and the first thing they wanted to do was to go over the contract reports and look them over and then they would go out and spread that information around everywhere, and that is going to hurt. * * *

Still later in the discussion this was said:

"Yes, we had no thought or intention of suggesting any specific method other than we have thought the information should be used as information for the executives of the companies in order for them to check the operation of their salesmen and not furnish the information to their salesmen which, as a rule, would be used in a manner which would not be in accordance with the desire of the executives. The whole purpose of the information is that those in charge of the sales can be more intelligently informed by reason of having the truth, but that does not mean that everybody down the line to the office boy has to have that information, because they do not all know how to properly handle it."

[fol. 2983½] As bearing upon the desires of the executives, I again refer to the Cement Dealers License Agreement of 1909. If it be

that the parties to that contract, and aside from any question of their good faith, thought it desirable for the purpose of maintaining prices and apportioning territory, that the information called for by the agreement should be exchanged, it is quite within the range of probability that the formation of the present body, under which practices and customs are disclosed, and, through the disclosure, inevitably tend to become and remain uniform, was intended to attain a similar object.

Counsel for defendants have argued that "ignorance is not a virtue, and knowledge and information are not a crime." The accuracy of the statement, as a general proposition, is not questioned, but ordinarily the sources of wisdom and of knowledge are open to all interested persons upon more or less equal terms. Here such was not the fact. The situation in this respect, which here existed, was in the main the counterpart of that condemned in the *United States v. American Linseed Oil Co. et al.* where it was said:

"With intimate knowledge of the affairs of other producers and * * * proclaiming themselves competitors, the subscribers went forth to deal with widely separated and unorganized customers necessarily ignorant of the true conditions."

The defendants knew that although there was no formal agreement to follow the practice of other manufacturers, such would be the result; for, to employ the words used in proclaiming the advantages of the Open Competition Plan discussed in *American Column Co. v. United States*, 257 U. S. 393:

[fol. 2984] "members do naturally follow their most intelligent competitors, if they know what these competitors have actually been doing."

There is, I take it, no need to find that the prices at which defendants sold cement during the period over which the Association has functioned, were excessive. Indeed, as compared with the rise in the prices of other basic commodities, it is possible to say that the quotations of cement advanced less than others. Nor can it be said that the Association overcame and destroyed all competition between the defendant manufacturers; upon many occasions, they were active in an endeavor to take business from companies associated with them. In some instances, they undoubtedly offered inducement to purchasers and thus secured orders that otherwise would not have been obtained.

But, upon the whole, and without further discussion of the great mass of evidence which goes to make up this record, I think that real competitive effort tended to become more and more feeble, that manufacturers by reason of the exchange of statistics, were equipped to regulate their production, and by common consent and a concert of action, did so, to the end that the cement supply would at all times be a lap or two behind the demand, and thus created higher prices. In enabling this to be done, the Association, its officers and

agents, together with its membership, materially limited the full and free operation of the contending forces of competition to which the public, under the Sherman Law, is entitled, and unreasonably affected interstate trade and commerce.

[fols. 2984½-2986] The Government may have the decree for which it asks.

October 23, 1923.

Jno. C. Knox, U. S. D. J.

[File endorsement omitted.]

[fol. 2987] [File endorsement omitted]

[fol. 2988] IN UNITED STATES DISTRICT COURT

[Title omitted]

[fol. 2988½] FINAL DECREE—Filed Dec. 13, 1923

Pursuant to a stipulation between counsel this cause came on to be heard on the petition and answer therein and the transcript of record in the case of United States v. The Atlas Portland Cement Company et al., which was tried in the criminal side of this Court beginning April 4th and ending May 26th, 1922, and was argued by counsel, and on consideration thereof and in conformity with the written opinion filed herein on October 23, 1923, it is ordered, adjudged and decreed:

1. That defendant Cement Manufacturers Protective Association is an unlawful combination of the defendant corporations in restraint of interstate trade and commerce in Portland cement in violation of the Act of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," known as the Sherman Anti-Trust Act.

2. That defendant corporations by becoming and acting as members of defendant Cement Manufacturers Protective Association and defendant individuals by becoming and acting as officers thereof entered into and engaged in an unlawful combination in restraint of interstate trade and commerce in Portland cement in violation of said Act of July 2, 1890.

3. That defendant Cement Manufacturers Protective Association be and it hereby is dissolved, and defendant corporations and individuals are collectively and individually perpetually enjoined, restrained and prohibited from entering into, engaging in or carrying into further effect said combination, or any understanding or agreement constituting a part thereof, or any similar combination or organization having the same purpose and effect.

[fol. 2989] 4. That defendant Association and the officers and members thereof are collectively and individually perpetually en-

joined, restrained and prohibited from agreeing to make or receive and from making and/or receiving, pursuant to any agreement, reports of the following character and from collecting and disseminating through said Association, or other collective agency, the information specified in the following reports, or either or any of them:

(A) Reports by members to the Association giving details of specific job contracts, showing name of dealer, name of contractor, description of work, quantity sold, the price, quantity delivered to date, and balance to be shipped;

(B) Reports by members to the Association of changes in specific job contracts, i. e., increases, decreases and cancellations of quantities previously reported;

(C) Daily reports by the Association to its members summarizing the details of all specific job contracts filed with all members;

(D) Reports by members requesting further information about contracts taken by other members;

(E) Reports by checkers or inspectors giving the results of investigations of contracts about which information is desired;

(F) Reports by the Association to its members submitting checkers' reports on contracts under investigation;

(G) Reports by members expressing satisfaction with checkers' reports or requesting further investigation and pointing out possible discrepancies;

(H) Monthly reports by members to the Association giving in [fol. 2989½] formation in detail as to the status of all contracts;

(I) Monthly reports by the Association to its members giving information in detail as to the status of contracts of all members;

(J) Quarterly reports by the Association giving the status of all specific job contracts on file with members, showing names of dealers, names of contractors, description of work, quantity sold, the price, quantity delivered to date, quantity cancelled, and balance to be shipped;

(K) Reports by members to the Association showing number of bags returned, the number accepted, and the number rejected;

(L) Reports by the Association to its members summarizing data concerning bags returned, accepted and rejected.

5. That defendant corporations are collectively and individually perpetually enjoined, restrained and prohibited from agreeing, among themselves, or with other manufacturers of cement, to cancel and/or from cancelling pursuant to such agreement contracts which may exceed, or may be believed to exceed, the actual requirements of specific construction work undertaken or definitely projected, or are duplicate contracts held by other manufacturers for cement intended

for the same construction work; and from agreeing with each other, or with other manufacturers of cement, to collect, and/or from collecting pursuant to such agreement and distributing among manufacturers of cement, information with reference to such contracts.

6. That defendant Association and the officers and members thereof are collectively and individually perpetually enjoined, restrained and prohibited from agreeing to make or receive, and from [fol. 2990] making and/or receiving pursuant to any agreement, reports of the following character and from collecting and disseminating through said Association, or other collective agency, the information specified in the following reports, or either or any of them:

(i) Reports by members to the Association giving the quantity of clinker burned, cement ground, cement shipped, clinker in stock, and cement in stock;

(ii) Reports by the Association to its members showing as to each member the quantity of clinker burned, cement ground, cement shipped, clinker in stock and cement in stock;

(iii) Reports by members to the Association giving total shipments during a specified period of time;

(iv) Reports by the Association to its members showing shipments by each member during a specified previous period of time.

7. That defendant corporations are collectively and individually perpetually enjoined, restrained and prohibited from agreeing with each other to compile and distribute, and from compiling and distributing pursuant to such agreement, so-called freight rate books showing freight rates on cement from any arbitrarily established freight basing point to the points of delivery throughout the territory comprising their market.

But this shall not be construed as prohibiting the defendants from maintaining or subscribing to a traffic bureau to furnish rates or rules of transportation that may be contained in any public schedule or tariff, but all rates furnished shall be the actual rates between points of actual shipment and delivery, and shall not be [fol. 2990 $\frac{1}{2}$] based on any point or points other than those of actual shipment and delivery.

8. That nothing herein shall be construed as prohibiting defendant corporations from maintaining or subscribing to a credit bureau for the sole purpose of furnishing, upon specific requests, information as to the credit of persons and corporations purchasing, or attempting to purchase, cement, but the defendants are collectively and individually perpetually enjoined, restrained and prohibited from agreeing to refuse to make sales to particular customers and/or from agreeing upon circumstances or conditions which shall exclude customers from being extended credit.

9. That defendant corporations are collectively and individually perpetually enjoined, restrained and prohibited from hereafter agree-

ing among themselves or with other manufacturers of cement to do any of the following acts:

- (a) To establish uniform mill base prices for their product;
- (b) To establish arbitrary freight basing points other than the points from which shipments are actually made;
- (c) To sell their product f. o. b. point of delivery exclusively;
- (d) To establish uniform charges for bags, or uniform credits for bags returned in good condition;
- (e) To establish a uniform rate of discount or uniform terms for payment of bills within a specified period;
- (f) To limit the quantity of cement to be shipped to a dealer within a specified period of time;
- [fol. 2991] (g) To prohibit the diversion or so-called misuse of cement sold on specific job contracts;
- (h) To establish and maintain a uniform differential in the price of cement sold to dealers and contractors;
- (i) To fix or suggest the amount of commission or profit dealers should be required to make in sales of cement;
- (j) To regulate or limit the amount of production of cement, and/or the amount of stock to be kept on hand;
- (k) To limit the time within which quotations on cement must be accepted and deliveries made, and to refuse to grant extensions in time of deliveries;
- (l) To make changes in prices effective as of the date quotations are written, to avoid "price tipping;"
- (m) To guarantee prices against decline;
- (n) To make uniform charges for bin tests, and/or to require the purchaser to pay for such tests.

10. That nothing contained in this decree shall be construed as prohibiting any defendant from doing or performing any of the foregoing acts, or from selecting its own trade, or from disposing of its own product to such persons and on such terms as it may choose, if done individually and without combining, conspiring or agreeing with any other manufacturer of cement.

11. That the injunctions herein contained against defendant Association and the defendant corporation shall apply to and be binding upon such Association and corporations and their respective officers, directors, agents and employees and all other persons, firms [fols. 2991½ & 2992] or corporations acting under, for or in behalf of them or any of them, or claiming so to act.

12. That jurisdiction of this case is retained for the purpose of enforcing this decree and of enabling the United States to apply to the court for a modification or enlargement of its provisions on the ground that they are inadequate, and the defendants or either of them to apply for its modification on the ground that its provisions have become inappropriate or unnecessary.

13. That petitioner shall have and recover from the defendants its costs.

Jno. C. Knox, U. S. D. J.

Assented to as to form only.

James A. Fowler, Roger Shale, Counsel for United States.
John W. Davis, George T. Buckingham, Archibald Cox,
Counsel for Defendants.

[fol. 2993] IN UNITED STATES DISTRICT COURT

[Title omitted]

[fol. 2993½] ORDER AMENDING FINAL DECREE—Filed Dec. 13, 1923

Jurisdiction of this cause having been retained for the purpose of enabling applications to be made for modification of the decree made and entered herein on the 13th day of December, 1923, on the ground that its provisions had become inappropriate or unnecessary; and it appearing that the defendant corporations and other manufacturers of cement have long been accustomed to assess and pay for the work of the national Portland Cement Association in promoting the use of cement, on the basis of shipments generally and into the States where special promotional work has been done, but the sixth paragraph of the decree entered herein December 13, 1923, may be construed as prohibiting the reports necessary to make such distribution;

Now, therefore, upon motion of Counsel for the defendants, and the annexed consent of Counsel for the United States of America and the defendants, it is—

Ordered, adjudged and decreed that the decree made and entered herein on the 13th day of December, 1923, be modified by adding at the end of paragraph 6 thereof the following:

Provided, however, that this shall not be construed as prohibiting the defendants from reporting and/or collecting annually at the close of the calendar year such information respecting shipments as may be necessary to enable the assessment of the several members for their proportionate parts of the several expenses of an association [fol. 2994] or collective agency engaged in lawful activities, and for no other purposes.

Jno. C. Knox, United States District Judge.

We consent to the entry of the foregoing.

James A. Fowler, Roger Shale, Counsel for U. S. John W. Davis, George T. Buckingham, Archibald Cox, Counsel for Defendants.

[fol. 2994½]

[File endorsement omitted]

[fol. 2995]

IN UNITED STATES DISTRICT COURT

[Title omitted]

PETITION FOR AND ORDER ALLOWING APPEAL—Filed Feb. 9, 1924

Cement Manufacturers' Protective Association, The Atlas Portland Cement Company, The Allentown Portland Cement Company, Alpha Portland Cement Company, Bath Portland Cement Company, Coplay Cement Manufacturing Company, Dexter Portland Cement Company, The Edison Portland Cement Company, Giant Portland Cement Company, The Glens Falls Portland Cement Company, Hercules Cement Corporation, Knickerbocker Portland Cement Company, Inc., Lawrence Cement Company, Lehigh Portland Cement [fol. 2996] Company, Nazareth Cement Company, Penn-Allen Cement Company, Pennsylvania Cement Company, The Phoenix Portland Cement Company, Security Cement and Lime Company, The Vulcanite Portland Cement Company, E. P. Alker, C. Raymond Hulsart, Miss M. B. Phalen and Marion S. Ackerman, the above-named defendants, conceiving themselves aggrieved by the Final Decree made herein on the 13th day of December, 1923, and filed and entered in the office of the Clerk of this Court on the same day, and which said decree was amended on the fourteenth day of January, 1924, do hereby appeal therefrom to the Supreme Court of the United States and pray that their appeal may be allowed and a citation granted directed to the above-named Petitioner, United States of America, commanding it to appear before the Supreme Court of the United States, to do and receive what may appertain to justice to be done in the premises and that a transcript of the record, proceedings and evidence in said cause duly authenticated may be sent to the Supreme Court of the United States.

February 8th, 1924.

Archibald Cox, Solicitor for Defendants. John W. Davis,
George T. Buckingham, Counsel for Defendants.

The appellants having filed an appeal bond in the sum of Two Hundred and Fifty (\$250) Dollars, it is—

Ordered, that the foregoing Appeal of the defendants be and the same hereby is allowed.

February 8th, 1924.

(Sgd.) Henry W. Goddard, U. S. District Judge.

[fol. 2997] [File endorsement omitted.]

[fol. 2998] IN UNITED STATES DISTRICT COURT

[Title omitted]

ASSIGNMENT OF ERRORS—Filed Feb. 9, 1924

And now come the above named defendants, and each of them, and say that in the record and proceedings of said Court in the above entitled cause, and in the final decree made and entered therein on the 13th day of December, 1923, there is manifest error, and for said error the said above named defendants, and each of them, assign the following:

[fol. 2999] 1. The Court erred in adjudging and decreeing that the defendant Cement Manufacturers Protective Association is an unlawful combination of the defendant corporations in restraint of interstate trade and commerce in Portland cement in violation of the Act of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," known as the Sherman Anti-Trust Act, and that the defendants by becoming and acting as members and officers thereof entered into and engaged in an unlawful combination as aforesaid.

2. The Court erred in dissolving said Cement Manufacturers Protective Association and enjoining the defendants from entering into, engaging in, or carrying into further effect, said combination, or any understanding or agreement constituting a part thereof, or any similar combination or organization having the same purpose and effect.

3. The Court erred in enjoining the defendants from making or receiving reports containing certain facts concerning closed contracts for future delivery of cement for specific construction work (known as "specific job contracts"), particularized in paragraph 4 of the final decree herein, and any of such reports.

4. The Court erred in enjoining the defendants from agreeing to collect, or collecting pursuant to agreement and distributing, information with reference to closed contracts for future delivery of cement [fol. 3000] for specific construction work (known as "specific job contracts") which exceed the actual requirements of the work or are duplicates of contracts held by other manufacturers for the cement for the same work.

5. The Court erred in enjoining the defendants from making or receiving by agreement, and from collecting and disseminating through a collective agency, information concerning production, shipments and stocks, as particularized in paragraph 6 of the final decree herein.

6. The Court erred in enjoining the defendants from agreeing to cancel, and from cancelling pursuant to agreement, contracts for future delivery of cement for specific construction work exceeding

the requirements of the work or duplicating contracts held by other manufacturers for the cement for the same work—particularly in that no such agreement or action pursuant thereto was shown to have existed or to be contemplated.

7. The Court erred in enjoining the defendants from agreeing to compile and distribute, and from compiling and distributing pursuant to such agreement, freight rate books showing freight rates on cement from any arbitrarily established freight basing point to points of delivery—particularly in that no agreement establishing arbitrarily or otherwise any freight basing point and no freight rate book showing rates from any arbitrarily established basing point was shown to have existed or to be contemplated.

[fol. 3001] 8. The Court erred in enjoining the defendants from agreeing to refuse to make sales to particular customers and from agreeing upon circumstances or conditions which shall exclude customers from being extended credit—particularly in that no such agreement was shown to have existed or to be contemplated.

9. The Court erred in enjoining the defendants from hereafter agreeing to do any of the acts constituting the customary practices of the industry, particularized in paragraph 9 of the final decree herein—particularly in that no such agreement was shown to have existed or to be contemplated.

10. The Court erred in not dismissing the bill of complaint.

Dated February 8th, 1924.

Archibald Cox, Solicitor for Defendants. John W. Davis,
George T. Buckingham, Counsel for Defendants.

[File endorsement omitted.]

[fol. 3002] [File endorsement omitted.]

[fols. 3003 & 3004] BOND ON APPEAL FOR \$250—Approved and
Filed Feb. 9, 1924; omitted in printing

[fol. 3005] [File endorsement omitted.]

[fols. 3006 & 3007] CITATION—In usual form, showing service on
William Hayward; omitted in printing

[fol. 3008] [File endorsement omitted.]

[fol. 3009] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER RE TRANSCRIPT OF RECORD—Filed March 1, 1924

This cause having come on to be heard at final hearing on the 13th day of February, 1923, upon the pleadings herein and upon the testimony, exhibits and stipulations presented and offered at the trial of the action now pending in this Court, wherein the United States of America is plaintiff and the Atlas Portland Cement Company, and others, are defendants, No. C. 29-49, and the said testimony, exhibits and stipulations having been considered by the Court in the determination of this cause, and a final decree having been entered herein on the 13th day of December, 1923, and the defendants having on [fol. 3010] the 8th day of February, 1924, taken an appeal from said final decree to the Supreme Court of the United States, it is.

Ordered, that the printed edition of said testimony, exhibits and stipulations, now on file, be considered and made a part of the record in the above entitled cause, and the Clerk of this Court is hereby authorized, in making up the transcript of record on said appeal to the Supreme Court of the United States, to include in said transcript a copy of the said testimony, exhibits and stipulations, or such part or parts thereof as the solicitors for the respective parties hereto may agree upon or the Court shall designate.

Jno. C. Knox, United States District Judge.

We hereby consent to the entry of the foregoing proposed order.

James A. Fowler, Roger Shale, Special Assistants to the Attorney General. Archibald Cox, Solicitor for Defendants.

[fol. 3011] [File endorsement omitted.]

[fol. 3012] IN UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION RE TRANSCRIPT OF RECORD

It is hereby stipulated and agreed that the foregoing consisting of 3011 pages contained in 6 volumes is a true Transcript of the Record of the United States District Court for the Southern District of New York in the above-entitled cause as agreed upon by the parties hereto, and the Clerk of the United States District Court for the Southern District of New York is requested to certify the same as the Transcript of Record in the above-entitled cause to be transmitted to the United States Supreme Court on the appeal of the Defendants in the above-entitled cause.

And it is further stipulated that the physical exhibits and charts used upon the trial of the action of United States of America, Plaintiff, vs. The Atlas Portland Cement Company, the record in which [fol. 3013] case has heretofore been stipulated into this cause, may be used by either party upon the argument of this cause on appeal before the Supreme Court of the United States.

Dated July 23, 1924.

William Hayward, United States Attorney, Southern District of New York, Solicitor for Complainant. James A. Fowler, Roger Shale, Special Assistants to the United States Attorney-General. Archibald Cox, Solicitor for Defendants.

[fol. 3014] [File endorsement omitted.]

[fol. 3015] IN UNITED STATES DISTRICT COURT

[Title omitted]

CLERK'S CERTIFICATE

I, Alexander Gilchrist, Jr., Clerk of the District Court of the United States of America for the Southern District of New York, do hereby Certify that the foregoing is a correct transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties.

In testimony whereof, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, this twenty-third day of July in the year of our Lord one thousand nine hundred and twenty-four and of the Independence of the said United States the one hundred and forty-ninth.

Alex. Gilchrist, Jr., Clerk. (Seal of District Court of the United States, Southern District of N. Y.)

[fols. 3016 & 3017] CITATION—In usual form, showing service on William Hayward; omitted in printing

[fol. 3018] [File endorsement omitted.]

Endorsed on cover: File No. 30,516. S. New York D. C. U. S. Term No. 551. Cement Manufacturers Protective Association, The Atlas Portland Cement Company, The Allentown Portland Cement Company, et al., appellants, vs. The United States of America. Filed July 24, 1924. File No. 30,516.

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End